

# Account Disclosures



**FIDELITY  
BANK**

July 2016

Member  
**FDIC**  
EQUITY  
LENDER

# TERMS & CONDITIONS - GEORGIA ACCOUNT HOLDERS

## YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

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

This agreement is subject to applicable federal laws and the laws of the state of Georgia (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the

account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY

**DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is an account in the name of one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account,

# TERMS & CONDITIONS - GEORGIA ACCOUNT HOLDERS (CONTINUED)

you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. **BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any part of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS - Your Duty to Report Unauthorized Signatures, Alterations and Forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

**Your Duty to Report Other Errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

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

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely

# TERMS & CONDITIONS - GEORGIA ACCOUNT HOLDERS (CONTINUED)

designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed.

You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

## **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER**

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

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

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

(1) you have received express and verifiable authorization to

create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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

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

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

# ARBITRATION AGREEMENT - GEORGIA

<p>Financial Institution's Name and Address:</p>	<p>Customer's Name(s) and Address: This applies to both consumer and business.</p>
<p><b>PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY</b></p> <p>This Arbitration Agreement will stand as an Addendum to the Terms and Conditions provided you at the time of account opening.</p> <p>By opening, maintaining or continuing to maintain account(s) with Fidelity Bank, you agree to this Arbitration Agreement. You understand and agree that for Claims arising out of or relating to the Transactions described below,</p> <ul style="list-style-type: none"> <li>➤ You are giving up your right to go to court;</li> <li>➤ You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;</li> <li>➤ You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.</li> </ul> <p><b>Definitions</b></p> <p><b>Account</b> includes the account established by the agreement and any updated or substitute account for the same account holder(s), regardless of the execution of a new or substitute signature card for the account.</p> <p><b>Arbitration Agreement</b> refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.</p> <p><b>Arbitration</b> refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.</p> <p><b>Claim</b> refers to any and all claims, disputes, controversies or challenges to the enforcement of the arbitration agreement including but not limited to unconscionability based on contract, tort, negligence, fraud, agency, statute, or otherwise between you and us about our respective rights, duties, obligations, and liabilities arising out of or relating to the Transactions described below. This includes Claims that previously existed, or are now existing (whether discovered or undiscovered) or arise later, and Claims which seek monetary damages, declaratory or injunctive relief, or any other remedy or relief. This includes Claims asserted as an initial claim, counterclaim, cross claim, interpleader action, third-party claim, or other action. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the enforceability or interpretation of this Arbitration Agreement.</p> <p><b>Class Action</b> refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.</p> <p><b>Class Arbitration</b> refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.</p> <p><b>You and your</b> refer to each holder or owner of the account, each person who signs a signature card for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries).</p> <p><b>We or us</b> refer to the Financial Institution identified above, its employees, agents, officers, directors, successors, and assigns.</p> <p><b>Transactions</b> refer to all of your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us. All actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:</p> <ul style="list-style-type: none"> <li>➤ Account or member applications.</li> <li>➤ The opening, administration and termination of the account.</li> <li>➤ Signature cards, account agreements, and terms and conditions.</li> <li>➤ Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.</li> <li>➤ Check or draft payments, presentment, collection, honor, dishonor, return, and processing.</li> <li>➤ Remotely created checks, check or draft certification, cashier's checks and money orders or drafts.</li> <li>➤ Funds availability and held funds.</li> <li>➤ Fees, set-offs, stop payment orders, or any charges to the account.</li> <li>➤ Disclosures, notices, and periodic statements (including advertisements or solicitations or other communications related to the account, whether made before or after the account was opened).</li> <li>➤ Authorizations, unauthorized instruments, forgeries, alterations, and errors.</li> <li>➤ IRA agreements or other agreements related to tax-advantaged accounts.</li> <li>➤ Night Depositories.</li> <li>➤ Any products or services (whether provided by us or a third party) related to or offered in connection with the account.</li> <li>➤ Any use or disclosure of information about you or the account.</li> <li>➤ Any other matters relating to the account or your deposit relationship with us.</li> </ul>	<p><b>Agreement To Arbitrate:</b> At your or our election, without the other's consent, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration. The specific AAA Commercial Arbitration Rules and the Supplemental-Procedures for Consumer-Related Disputes apply (for more details, see Arbitration Providers and Their Rules below).</p> <p><b>Waiver of Class Action and Class Arbitration:</b> If you or we choose to arbitrate a claim, you and we agree to waive the right to proceed as any part of any Class Action. No trial by jury or by judge, or other judicial proceeding, including Class Action proceedings, will take place. You and we agree to waive the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration. You and we also agree that claims are to be heard and decided by a single arbitrator, on an individual basis, and not as a Class Arbitration. Claims may not be joined or consolidated in arbitration with Claims brought by or against a third party, unless otherwise agreed to in writing by all parties.</p> <p><b>Arbitration Providers and Their Rules:</b> For Arbitration, you may contact the following provider: the American Arbitration Association ("AAA"), 1633 Broadway, Floor 10, New York, NY 10019-6708 (www.adr.org). You can get a copy of the rules of this Arbitration provider by contacting them or by visiting their website.</p> <p><b>Place of Arbitration and Costs:</b> The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. The party filing for arbitration will pay the initial filing fee, except that you may seek a waiver of the filing fee and/or other arbitration fees under the Administrator's rules. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the initial filing fee after you have paid an amount equivalent to the fee for filing such claim in state or federal court. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. You understand and agree that you may have to repay us later for part or all of the amount we have advanced or reimburse to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.</p> <p><b>Arbitrator's Authority:</b> The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.</p> <p><b>Preservation of Remedies:</b> You or we can do the following without giving up the right to require Arbitration:</p> <ul style="list-style-type: none"> <li>➤ Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.</li> <li>➤ Seek judicial provisional remedies.</li> <li>➤ Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.</li> <li>➤ Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.</li> </ul> <p><b>Governing Law:</b> The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.</p> <p><b>General Terms:</b> This Arbitration Agreement</p> <ul style="list-style-type: none"> <li>➤ Relates to Transactions involving interstate commerce.</li> <li>➤ Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.</li> </ul> <p>If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.</p> <p>The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.</p> <p><b>Survival of Arbitration Agreement:</b> This Arbitration Agreement shall survive: (i) termination or changes in the Depositor Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed to the account.</p> <p><b>Waiver of Right To Trial by Judge or by Jury</b> <b>Through this Arbitration Agreement, you and we understand and agree that</b></p> <ul style="list-style-type: none"> <li>➤ You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;</li> <li>➤ You and we are obligated by all the Arbitration Agreement terms; and</li> <li>➤ You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.</li> </ul>

# TERMS & CONDITIONS - FLORIDA ACCOUNT HOLDERS

## YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS

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This agreement is subject to applicable federal laws and the laws of the state of Florida (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
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As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are

not open for business, as if initiated on the next business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Single-Party Account** - Such an account is owned by one party. **Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned. **Multiple-Party Account - Tenancy by the Entireties** - The parties to the account are husband and wife and hold the account as tenants by the entirety. **RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate. **Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties. **Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate. **Single-Party Account With Pay-on-Death Designation** - At death of the party,

# TERMS & CONDITIONS - FLORIDA ACCOUNT HOLDERS (CONTINUED)

ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

## **BUSINESS, ORGANIZATION AND ASSOCIATION**

**ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS - Your Duty to Report Unauthorized Signatures, Alterations and Forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your

account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

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

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the

# TERMS & CONDITIONS - FLORIDA ACCOUNT HOLDERS (CONTINUED)

right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders.

We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

## **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER**

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

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

from that account.

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

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

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.



# ARBITRATION AGREEMENT - FLORIDA

<p>Financial Institution's Name and Address:</p>	<p>Customer's Name(s) and Address: This applies to both consumer and business.</p>
<p><b>PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY</b></p> <p><b>This Arbitration Agreement will stand as an Addendum to the Terms and Conditions provided you at the time of account opening.</b></p> <p>By opening, maintaining or continuing to maintain account(s) with Fidelity Bank, you agree to this Arbitration Agreement. You understand and agree that for Claims arising out of or relating to the Transactions described below,</p> <ul style="list-style-type: none"> <li>➤ You are giving up your right to go to court;</li> <li>➤ You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;</li> <li>➤ You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.</li> </ul> <p><b>Definitions</b></p> <p><b>Account</b> includes the account established by the agreement and any updated or substitute account for the same account holder(s), regardless of the execution of a new or substitute signature card for the account.</p> <p><b>Arbitration Agreement</b> refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.</p> <p><b>Arbitration</b> refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an Arbitration award, but a court's review of an Arbitration award is limited.</p> <p><b>Claim</b> refers to any and all claims, disputes, controversies or challenges to the enforcement of the arbitration agreement including but not limited to unconscionability based on contract, tort, negligence, fraud, agency, statute, or otherwise between you and us about our respective rights, duties, obligations, and liabilities arising out of or relating to the Transactions described below. This includes Claims that previously existed, or are now existing (whether discovered or undiscovered) or arise later, and Claims which seek monetary damages, declaratory or injunctive relief, or any other remedy or relief. This includes Claims asserted as an initial claim, counterclaim, cross claim, interpleader action, third-party claim or other action. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the enforceability or interpretation of this Arbitration Agreement.</p> <p><b>Class Action</b> refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.</p> <p><b>Class Arbitration</b> refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.</p> <p><b>You and your</b> refer to each holder or owner of the account, each person who signs a signature card for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries).</p> <p><b>We</b> or <b>us</b> refer to the Financial Institution identified above, its employees, agents, officers, directors, successors, and assigns.</p> <p><b>Transactions</b> refer to all of your transaction, savings or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us. All accounts taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:</p> <ul style="list-style-type: none"> <li>➤ Account or member applications.</li> <li>➤ The opening, administration and termination of the account.</li> <li>➤ Signature cards, account agreements, and terms and conditions.</li> <li>➤ Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.</li> <li>➤ Check or draft payments, presentment, collection, honor, dishonor, return, and processing.</li> <li>➤ Remotely created checks, check or draft certification, cashier's checks and money orders or drafts.</li> <li>➤ Funds availability and held funds.</li> <li>➤ Fees, set-offs, stop payment orders, or any charges to the account.</li> <li>➤ Disclosures, notices, and periodic statements (including advertisements or solicitations or other communications related to the account, whether made before or after the account was opened).</li> <li>➤ Authorizations, unauthorized instruments, forgeries, alterations, and errors.</li> <li>➤ IRA agreements or other agreements related to tax-advantaged accounts.</li> <li>➤ Night Depositories.</li> <li>➤ Any products or services (whether provided by us or a third party) related to or offered in connection with the account.</li> <li>➤ Any use or disclosure of information about you or the account.</li> <li>➤ Any other matters relating to the account or your deposit relationship with us.</li> </ul>	<p><b>Agreement To Arbitrate:</b> At your or our election, without the other's consent, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration. The specific AAA Commercial Arbitration Rules and the Supplemental-Procedures for Consumer-Related Disputes apply (for more details, see Arbitration Providers and Their Rules below).</p> <p><b>Waiver of Class Action and Class Arbitration:</b> If you or we choose to arbitrate a claim, you and we agree to waive the right to proceed as any part of any Class Action. No trial by jury or by judge, or other judicial proceeding, including Class Action proceedings, will take place. You and we agree to waive the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration. You and we also agree that claims are to be heard and decided by a single arbitrator, on an individual basis, and not as a Class Arbitration. Claims may not be joined or consolidated in an arbitration with Claims brought by or against a third party, unless otherwise agreed to in writing by all parties.</p> <p><b>Arbitration Providers and Their Rules:</b> For Arbitration, you may contact the following provider: the American Arbitration Association ("AAA"), 1633 Broadway, Floor 10, New York, NY 10019-6708 (<a href="http://www.adr.org">www.adr.org</a>). You can get a copy of the rules of this Arbitration provider by contacting them or by visiting their website.</p> <p><b>Place of Arbitration and Costs:</b> The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. The party filing for arbitration will pay the initial filing fee, except that you may seek a waiver of the filing fee and/or other arbitration fees under the Administrator's rules. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the initial filing fee after you have paid an amount equivalent to the fee for filing such claim in state or federal court. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. You understand and agree that you may have to repay us later for part or all of the amount we have advanced or reimburse to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.</p> <p><b>Arbitrator's Authority:</b> The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.</p> <p><b>Preservation of Remedies:</b> You or we can do the following without giving up the right to require Arbitration:</p> <ul style="list-style-type: none"> <li>➤ Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.</li> <li>➤ Seek judicial provisional remedies.</li> <li>➤ Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.</li> <li>➤ Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.</li> </ul> <p><b>Governing Law:</b> The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.</p> <p><b>General Terms:</b> This Arbitration Agreement</p> <ul style="list-style-type: none"> <li>➤ Relates to Transactions involving interstate commerce.</li> <li>➤ Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.</li> </ul> <p>If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.</p> <p>The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.</p> <p><b>Survival of Arbitration Agreement:</b> This Arbitration Agreement shall survive: (i) termination or changes in the Depositor Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account.</p> <p><b>Waiver of Right To Trial by Judge or by Jury</b> <i>Through this Arbitration Agreement, you and we understand and agree that</i></p> <ul style="list-style-type: none"> <li>➤ <i>You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;</i></li> <li>➤ <i>You and we are obligated by all the Arbitration Agreement terms; and</i></li> <li>➤ <i>You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.</i></li> </ul>



# ELECTRONIC FUND TRANSFERS DISCLOSURE STATEMENT

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

## TYPES AND LIMITATIONS OF TRANSFERS

**Terminal Transfers\***. Our terminals are equipped to handle:

- ▶▶ Cash withdrawals from checking accounts.
- ▶▶ Cash withdrawals from savings accounts.
- ▶▶ Deposits to checking accounts.
- ▶▶ Deposits to savings accounts.
- ▶▶ Transfers of funds between checking and savings accounts.
- ▶▶ Purchases at places that have agreed to accept this card is a function of the card and not a Fidelity Bank terminal.

\*Some of the services may not be available at all terminals.

**Prearranged Transfers.** We are equipped to:

- ▶▶ Accept certain direct deposits to your checking account.
- ▶▶ Accept certain direct deposits to your savings account.
- ▶▶ Pay certain recurring bills from your checking account.
- ▶▶ Pay certain recurring bills from your savings account.

**Telephone Transfers.** You may access your account(s) by telephone by calling 404-248-LION(5466) to conduct the following types of transactions:

- ▶▶ Transfer funds from checking to checking.
- ▶▶ Transfer funds from checking to savings.
- ▶▶ Transfer funds from savings to savings.
- ▶▶ Transfer funds from savings to checking.
- ▶▶ Transfer funds from line of credit to checking or savings.
- ▶▶ Transfer funds from checking or savings to line of credit.
- ▶▶ Make payments from checking or savings to loan or line of credit account(s) with us.
- ▶▶ Get checking/savings account(s)/loan and line of credit information.

**Internet and Mobile Banking Transfers.** You may access your account(s) through the Internet at [lionbank.com](http://lionbank.com) or by Web enabled cell phone at [lionbank.mobi](http://lionbank.mobi) to conduct the following types of transactions:

- ▶▶ Transfer funds from checking to checking.
- ▶▶ Transfer funds from checking to savings.
- ▶▶ Transfer funds from savings to savings.
- ▶▶ Transfer funds from savings to checking.
- ▶▶ Transfer funds from line of credit to checking or savings.
- ▶▶ Transfer funds from checking or savings to line of credit.
- ▶▶ Make payments from checking to loan account(s) with us.
- ▶▶ Make payments from checking to third parties (bill payment).
- ▶▶ Get checking/savings account(s) information.
- ▶▶ Transfer funds from checking to accounts at other financial institutions.
- ▶▶ Transfer funds from savings to accounts at other financial institutions.
- ▶▶ Transfer funds from other financial institutions to checking.
- ▶▶ Transfer funds from other financial institutions to savings.
- ▶▶ Transfer funds from other financial institutions to make a loan payment.

**Point of Sale Transactions.** Using your check card, you may access your checking account to purchase goods, make loan payments, pay for services (in person, by phone, by Internet), get cash from a merchant (if the merchant participates) or from a participating financial institution, and do anything that a participating merchant will accept.

**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.

## LIMITATIONS ON FREQUENCY AND AMOUNT OF ELECTRONIC FUND TRANSFERS

- ▶▶ You may withdraw only \$1000 in cash from automated teller machine (ATM) terminals and up to a \$5,000 maximum in Check Card usage at retail establishments per day.
- ▶▶ Other limitations as to frequency or dollar amount of transactions may apply.
- ▶▶ For your protection and the security of our ATM or Check Card system, the details of these limitations are confidential.
- ▶▶ Transfers or withdrawals from a money market deposit account or savings account to another account or to third parties by preauthorized, automatic, telephone transfers, check, draft, Check Card or similar order payable to a third party are limited to six per month or statement cycle. You may be charged for any transfer or withdrawal from a money market deposit account or savings account to another account or to third parties over the six per month or statement cycle.

## Charges for Electronic Fund Transfers.

- ▶▶ If an account is subject to a service charge, the prevailing service charge fees will apply to Electronic Fund Transfer ("paperless") items as well as to "paper" items, such as checks.
- ▶▶ When you use an ATM not owned by us, you may be charged a fee by the ATM Operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a transaction.
- ▶▶ A fee may be charged by us when you use an ATM not owned by us.
- ▶▶ Refer to the Schedule of Fees and Truth in Savings Disclosure for details of fees.

## RIGHT TO DOCUMENTATION

### ATM or Check Card Terminal Transfers and Purchases.

- ▶ You can request a receipt at the time you make any transfer or withdrawal to or from your account using an ATM or Check Card purchase using your Check Card. Fidelity Bank is not required to provide a receipt if your transaction is \$15 or less.

### Checking/Savings Direct Deposits.

- ▶ If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 404.248.LION(5466) to find out whether or not the deposit has been made.

### Checking Accounts.

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

### Savings Accounts.

- ▶ You will get a quarterly account statement from us unless you receive a combined checking and savings account statement, in which case you will get a monthly statement from us. If there are electronic transfers you will get a statement monthly.

## STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

**Right to Stop Payment and Procedure for doing so.** If you told us in advance to make regular payments out of your account, you may stop any of these payments (with the exception of ATM or Check Card debits. Stop Payments may not be placed on these).

Here's how:

- ▶ Call us at 404.248.LION(5466) or write to us at the address listed on the back of this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call (we will charge you the current fee for each stop payment order you give).
- ▶ Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 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.
- ▶ 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.

## FINANCIAL INSTITUTIONS OBLIGATIONS

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

- ▶ 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 or withdrawal 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.
- ▶ There may be other exceptions stated in our agreement with you.

## DISCLOSURE TO THIRD PARTIES

**Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- ▶ Where it is necessary for completing transfers, or
- ▶ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- ▶ In order to comply with government agency or court orders, or
- ▶ If you give us your written permission.
- ▶ As explained in the separate Privacy Protection Policy.

## INTERNATIONAL TRANSACTIONS

You agree to pay any debit or withdrawal as posted. If you have used your Fidelity Bank Check Card to purchase goods or services, or to obtain cash in another country, your statement may reflect the conversion into U.S. dollars of transactions which may be a greater or lesser amount than the original purchase or cash advance in the foreign country. The exchange rate applied to such transactions is: a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandate rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. The Bank has no control over currency exchange. In addition, your account will be charged a transaction fee of 1% of the transaction amount for International transactions conducted in countries outside of the U.S., Puerto Rico or the U.S. Virgin Islands. This fee will appear as a separate transaction on your monthly statement.

## UNAUTHORIZED TRANSFERS

**Liability Disclosure.** Tell us AT ONCE if you believe your card and/or Personal Identification Number (PIN) code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable). If you believe your card and/or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your card/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 and/or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, you may be held responsible for a maximum of \$500.00 for failing to report the loss.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if you 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.

Under Visa's Zero Liability policy, you will not be liable for any unauthorized purchases made through the Visa/Interlink network at merchants, including those transacted on the Internet, if you contact us within sixty (60) days after the monthly account statement on which the transactions occurred was mailed to you. Visa's Zero Liability policy covers U.S. issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions.

**Address and Telephone Number.** If you believe your card and/or PIN has been stolen or lost, call 404.248.LION(5466) or write the Check Card Department at the address listed on the back of this insert. You should also call the number or write the address listed below if you believe a transfer has been made using the information from your check without your permission.

**Business Days.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**PIN Security.** It is best to memorize your PIN. If you do write it down, keep it separate from your card. **DO NOT SHARE YOUR PIN WITH ANYONE.**

**Card Replacement Fee.** If the Bank is required to replace a lost or stolen ATM card or Check Card, we reserve the right to charge a replacement fee. See the current Schedule of Fees for the amount assessed for this service.

## **ADDITIONAL INFORMATION ABOUT USE OF YOUR FIDELITY BANK ATM CARD OR CHECK CARD AT POINT-OF-SALE TERMINALS**

Each time your ATM card or Check Card is properly used at a point-of-sale (POS) terminal you authorize us to debit your account for the total amount indicated on any debit advice originated by the use of your ATM card or Check Card. We will handle such debit transactions the same as authorized checks drawn on your account and all applicable fees will apply.

No cash refunds will be made on purchases made by use of your ATM card or Check Card.

We will not be responsible for any claim you may have against any business establishment with respect to property or service purchased by the use of your ATM card or Check Card. Any claim must be directed to the business establishment that accepted your ATM card or Check Card.

We will not be responsible for any claim you may have against any business establishment refusing to honor your ATM card or Check Card. Your Visa Check Card should be accepted at any POS terminals or merchants displaying the Visa logo. Please notify us of any merchant location that does not follow this standard practice. If you choose not to activate/use your ATM or Check Card, we reserve the right to terminate the card after 90 days. If you chose not to activate your ATM or Check Card, cut the card in half vertically and discard.

You may not stop payment with respect to any transaction originated by use of your ATM card or Check Card.

## **ILLEGAL TRANSACTIONS**

Your ATM Card or Check Card may be used only for valid and lawful purposes. If you use or allow someone else to use the ATM Card or Check Card for any other purpose you will be responsible for such use and may be required to reimburse Fidelity Bank for all amounts or expenses Fidelity Bank pays as a result of such use.

## **ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, telephone us at the telephone number listed below or write us at the address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or withdrawal listed on the statement or receipt. We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared. Telephoning does not preserve your rights. A written complaint is required from you as soon as you become aware of the error.

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

We will determine whether an error occurred within ten (10) business days (5 business days for Visa debit transactions) after we hear from you and will correct any error promptly. If more time is needed we may take up to 45 days (90 days for new accounts, point-of-sale or international-initiated transfers) to investigate your complaint or question. If we decide to do this, we will issue provisional credit to your account within ten (10) business days (5 business days for Visa debit transactions) for the amount you think is in error. For errors involving new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. You will have full access to the money during the time it takes us to complete our investigation.

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. Request copies of additional documentation in writing to the address listed below.

**This Electronic Fund Transfer Disclosure replaces any previous  
Electronic Fund Transfer Disclosure that you may have received from Fidelity Bank.**

**Check Card Department  
Fidelity Bank**  
P.O. Box 105075  
Atlanta, GA 30348

**Customer Service  
Center**  
404.248.LION(5466)  
888.248.LION(5466)  
M-F 8:00a.m. - 7:00p.m.  
Sat 8:00a.m. - 5:00p.m.  
Sun 10:00a.m. - 7:00p.m.

**After Hours**  
404.248.LION(5466)  
888.248.LION(5466)



## FUNDS AVAILABILITY DISCLOSURE STATEMENT

\*This Disclosure applies only to transaction accounts.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive 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.

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

For purposes of this disclosure, the terms "you"/ "your" refer to the depositor and the terms "our"/ "we" / "us" refer to the financial institution. The term "business day" means any day other than a Saturday, Sunday or federally declared legal holiday and the term "banking day" means that part of any business day on which we are open to the public for carrying on substantially all of our banking functions. If you make a deposit on a Business Day that we are open or before 3:00 p.m.

for deposits at an ATM, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. at an ATM or on any day we are not open, we will consider the deposit made on the next Business Day we are open.

### 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. However, the first \$200 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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 business day after the day 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 months: If within the preceding six month period on six or more Banking Days your account balance is negative or your account would have been negative if checks or other charges had been paid; or on two or more Banking Days within the preceding six-month period, your account balance is negative or your account balance would have been negative in the amount of \$5,000 or more if checks or other charges had been paid.
- ▶ There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available not later than the seventh business day after the day of your deposit.

### NEXT-DAY AVAILABILITY

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

- ▶ U.S. Treasury checks that are payable to you.
- ▶ Wire transfers, including preauthorized credits, such as social security benefits and payroll payments.
- ▶ Checks drawn on Fidelity Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit.

- ▶ Cash.
- ▶ Federal Reserve Bank checks, Federal Home Loan Bank Checks, and postal money orders, if these items are payable to you.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new account customer and your account has been open 30 days or less, we may further limit your ability to withdraw funds deposited by check, but only during the first 30 days. You may still withdraw funds at the start of the Business Day after the Banking Day you make your deposit if you made the deposit in cash or by wire transfer. The first \$5,000 from a deposit of U.S. Treasury checks will also be available for withdrawal on the first Business Day after the day of your deposit. The excess over \$5,000 will be available on the ninth Business Day after the day of the deposit. You also have next-day availability for the following check deposits if they are payable to you and if you request and use a special deposit slip, which is available at a staffed teller station: state or local government checks; cashier's checks; certified checks; teller checks; traveler's checks' or Postal Service Money Orders. However, your withdrawals of these check deposits are limited to the first \$5,000 of a day's total deposits. The rest is available on the ninth Business Day after the day of deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available to you until the second Business Day after your deposit. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from all other checks will be available on the ninth business day after the day of the deposit.



## CHECK 21 INFORMATION

Check 21, a new federal law, was passed by Congress to improve the check collection system used by banks across the country. The improvements include improved check collection by automating highly manual procedures and the physical transport of the original checks to deliver faster, safer and more efficient clearing and posting of check payments.

### Changes to Your Banking Services

Beginning October 28, 2004, at least some of the checks, check copies, or check images you receive from Fidelity may be substitute checks. Every check you write, or that is written to you, is eligible to be converted into a substitute check. In many instances your original physical check will not be routed back to the bank, but instead an image of the check will be sent. If requested, Fidelity Bank can continue to provide a copy of a check to you but this will most likely be an image instead of the actual paper check.

### What is a Substitute Check?

The Check 21 law creates a new legal document called the "substitute check" which can be used for proof of payment or for any other reason that might require an original canceled check. The substitute check is the legal equivalent of the original check, with all of the same rights and obligations given the original paper check written by you. A substitute check is a paper copy that contains the same information as the original check – front and back, with all endorsements. Each substitute check also includes a statement identifying it as a legal copy of the original check.

### How Does Check 21 Affect Me?

Check 21 enables checks to enter the collection stream more quickly and funds from your check deposit will post to your account faster. When you now write a check, you will need to ensure you have the funds to cover it since the funds will be deducted earlier than in the past.

If you would like further information about Check 21, please see a Fidelity Bank representative or call a Customer Care Representative at 404-248-LION (5466) or 888-248-5466.



## FEDERAL RESERVE REPORTING DISCLOSURE STATEMENT

For internal Bank reporting purposes only, the Bank may establish subaccounts related to checking accounts. These subaccounts consist of two subaccounts: a transaction subaccount and a savings subaccount. All of the Bank's rules, regulations, and disclosures (including any provisions relating to interest) apply to your checking account as a whole, without reference to the transaction and savings subaccounts. The activity in the two subaccounts does not affect your checking account in any way. All transactions that you perform will be posted for internal reporting purposes to your transaction subaccount. The savings subaccount is used as a holding account for funds that exceed the amount needed to satisfy the checks, electronic fund transfers, and other debits that the Bank estimates will be posted to your checking account. The Bank will transfer funds from the savings subaccount back to the transaction subaccount periodically as needed to make funds available to pay debits to your checking account. If the Bank makes six (6) transfers from the savings subaccount to the transaction subaccount in any one statement period, it will transfer all funds to the transaction account at the time of the sixth transfer. Use of the savings subaccount as a holding account may resume at the beginning of the next month. As noted, this process does not affect your account or your use of it in any way.



## BUSINESS ONLINE BANKING MADE EASY

### **Online Banking**

Business Online Banking allows you quick access to your business and personal account balances, history, electronic transfers, Bill Pay, wires, ACH, Positive Pay, and eStatements. You may also establish and change administrative rights for employees.

1. Go to [www.LionBank.com](http://www.LionBank.com) and click on BUSINESS ENROLL.
2. After reading the Electronic Disclosure Consent page, select the "I have read..." statement and the "I Agree" button.
3. After reading the Fidelity Bank Online Banking Agreement page, select the "I have read..." statement and the "I Agree" button.
4. Complete the Enrollment Form, including selecting your option for an electronic statement, and adding all accounts, including personal accounts, you want to access through your Business Online Banking. Check the box for the accounts you want access to Bill Pay. Click the "Continue" button.
5. If you enroll in eStatements, an Electronic Statement Disclosure will appear. After reading the disclosure, select the "I Agree" button. If you do not enroll in eStatements, the second page of the Enrollment Form will appear.
6. On the second page of the Enrollment Form, read the help information in the yellow box to ensure an acceptable Access ID and Passcode. Scroll to the bottom of the page to select and answer your 3 security questions. Be sure to answer the questions with actual information to prevent problems accessing the system in the future. Then click "Continue."
7. Page 3 of the Enrollment Form will appear for verification of the information entered. If correct, click "Submit."
8. Page 4 of the Enrollment Form will appear informing you of additional services you may be interested in accessing through Business Online Banking and how to set up those services.

### **eStatements**

Opt in for electronic statements for your security and to protect our environment. You will receive an e-mail to view your statement through Business Online Banking.

1. If you are a new customer, follow the instructions above for enrolling as you establish Business Online Banking. If you are an existing customer, log into Online Banking.
2. Click the "User Services" tab at the top of the page, and then click "eStatements Only" under the Manage Account section.
3. Select "Electronic Only Statement Delivery" in the box on the right side of the screen. After reading the disclosure, click the "Accept" button.
4. Verify your e-mail address and select "Submit for All Accounts." You will receive a confirmation statement.
5. You will now receive monthly e-mail notices that your statements are available and will no longer receive paper statements through the mail.

### **Bill Pay**

Business Bill Pay allows you to pay bills, review payment history and pending bill payments, as well as receive electronic bills from many vendors. Small companies can even set up payroll through Business Bill Pay.

1. If you are a new customer, follow the instructions above for signing up as you establish Online Banking. In order to enroll for Bill Pay, you must first be signed up for Online Banking.
2. Go to [www.LionBank.com](http://www.LionBank.com) and log into Online Banking.
3. Click the tab at the top that says "Cash Management."
4. Click the "Bill Pay" link under the Other Services section.
5. Click the "Enroll Now" button.
6. Complete the Get Started with Bill Pay Form. You may use the same User ID and PIN used for Business Online Banking. Accept the Terms and Conditions, and click the Submit Enrollment button.
7. Business Bill Pay privileges are available within 2 business days. You will receive an e-mail when it is accessible.

### **Mobile Banking and Deposit**

Access your accounts and make deposits anywhere with the Mobile Banking App.

1. After you have enrolled in Online Banking, download the Fidelity Bank Mobile app from either the Apple App Store or Google Play.
2. Follow the on-screen prompts and input your Access ID and Passcode for Online Banking.
3. Answer the security questions (set up during Business Online Banking enrollment), and the enrollment is complete.

#### **Mobile Deposit**

1. Once enrolled in Mobile Banking, select the menu icon to access Check Deposit.
2. Endorse the back of your check with your signature and "For Fidelity Bank Mobile Deposit Only".
3. Take a picture of the front and back of the check, enter dollar amount of check, and select the account to deposit.
4. Review Mobile Banking Terms and Conditions for funds availability.

**E-mail Payments**

Send money anywhere in the U.S. with only the email address of the payee with no fees if you are enrolled in Business Bill Pay.

**Additional Services**

To add any of the following services, either contact your Personal Banker at a branch location or log into Business Online Banking and click on the Cash Management tab. Under the Other Services section, select "Request Cash Management Services." Select your desired services and click the Submit button. One of our Business Online Banking representatives will contact you shortly. Fees apply to many of these services. Please refer to our current Schedule of Fees at [www.LionBank.com](http://www.LionBank.com).

**ACH**

Set up single or recurring electronic funds transfers, including direct deposit of payroll, federal tax payments, and monthly payments to/from vendors

**Tax Payments**

If the only electronic payments you want to make are tax payments, you can sign up for this service with no fee.

**Wire Transfer**

Set up domestic or international, single or repetitive wire transfers and submit requests securely online. Wire transfers assure immediate availability of funds to the recipient.

**Controlled Disbursement**

Get same-day notification of checks that will clear your account that night, allowing you to better manage funds by transferring money to cover items that post that night.

**Positive Pay**

Prevent fraud and automate daily check reconciliation on your checking accounts. A daily exception report will be generated listing any items that have cleared your account that are not in your online check register or that cleared for a different dollar amount. Submit your pay/no pay decisions for exception items electronically.

**Add other accounts**

Enjoy the convenience of accessing and moving funds between all your accounts from one location.

**We are here to help 7 days a week!**

Call our Customer Service Center, (888) 248-LION (5466) or navigate to [www.LionBank.com](http://www.LionBank.com) to chat with a live agent, and we will be glad to help you with any of your Business Online Banking questions.





## CONSUMER ONLINE BANKING MADE EASY

### **Online Banking**

Online Banking allows you quick access to your account balances, history, electronic transfers, Bill Pay and eStatements.

1. Go to [www.LionBank.com](http://www.LionBank.com) and click on ENROLL.
2. After reading the Electronic Disclosure Consent page, select the "I have read..." statement and the "I Agree" button.
3. After reading the Fidelity Bank Online Banking Agreement page, select the "I have read..." statement and the "Agree" button.
4. Make a selection for whether you have/do not have a Social Security number.
5. Complete the Enrollment Form. Read the help information in the yellow box to ensure an acceptable Access ID and Passcode. Scroll to the bottom of the page to select and answer your 3 security questions. Then click "Continue."
6. On the next page, make a selection for electronic statements and click the "Continue" button.
7. Click the box next to each account for which you want Bill Pay and click the "Continue" button. Continue to follow the prompts to complete the enrollment process. Online Banking is immediately available to use. If you enroll for Bill Pay, it is available within 2 business days. You will receive an e-mail when it is accessible.

### **eStatements**

Opt in for electronic statements for your security and to protect our environment. You will receive an email to view your statement through online banking.

1. If you are a new customer, follow the instructions above for signing up as you establish Online Banking. If you are an existing customer, log into Online Banking.
2. Click the "User Services" tab at the top of the page, and then click "eStatements Only" under Manage Account.
3. Select "Electronic Only Statement Delivery" in the box on the right side of the screen. After reading the disclosure, click the "Accept" button.
4. Verify your e-mail address and select "Submit for All Accounts." You will receive a confirmation statement.
5. You will now receive monthly e-mail notices that your statements are available and will no longer receive paper statements through the mail.

### **Bill Pay**

Bill Pay allows you to pay bills, review payment history and pending bill payments, as well as receive electronic bills from many vendors.

1. If you are a new customer, follow the instructions above for signing up as you establish Online Banking. In order to register for Bill Pay, you must first be signed up for Online Banking.
2. Go to [www.LionBank.com](http://www.LionBank.com) and log into Online Banking.
3. Click the tab at the top that says "Payments."
4. Follow the on-screen steps to establish the service.
5. Bill Pay privileges are available within 2 business days. You will receive an e-mail when it is accessible.

### **Popmoney**

Send and receive money anywhere in the U.S. with only a phone number, email address or account information if you are enrolled in Bill Pay.

1. Access Bill Pay and select the Popmoney tab.
2. Enter recipient's information to send money. Minimum amount is \$5.00.
3. Include message for recipient and select continue.
4. Verify information and send.

### **Mobile Banking & Deposit**

Access your account and make deposits anywhere with our Mobile Banking App.

1. Download the Fidelity Bank Mobile app from either the Apple App Store or Google Play.
2. Click the "Enroll" button.
3. Follow the on-screen prompts and input your Access ID and Passcode for Online Banking.
4. Answer the security questions (set up during Online Banking enrollment), and the enrollment is complete.

### **Mobile Deposit**

1. Once enrolled in Mobile Banking, select menu icon to access check deposit.
2. Endorse the back of your check with your signature and "For Fidelity Bank Mobile Deposit Only".
3. Take a picture of the front and back of check, enter dollar amount of check and select the account to deposit.
4. Please review mobile banking terms and conditions for funds availability.

**We are here to help 7 days a week!**

Call our Customer Service Center, (888) 248-LION (5466) or navigate to [www.LionBank.com](http://www.LionBank.com) to chat with a live agent and we will be glad to help you with any of your digital banking questions.



**FIDELITY  
BANK**

# Schedule of Fees

404.248.LION (5466) • 888.248.LION (5466)

LionBank.com

## Personal Checking

### All accounts include:

- Minimum initial deposit of \$50 to open an account
- Free Online Banking and Free Bill Pay Compatible with Quicken
- Free Visa® Check Card

### Totally FREE Checking\*

- No minimum balance
- No monthly maintenance fee
- No per-check charge
- Unlimited check writing

### 50+ FREE Interest Checking

- Competitive interest
- No minimum balance
- No monthly maintenance fee
- No per-check charge
- Free standard checks (one box per order)

### Direct FREE Interest Checking\*

- Ideal for those who receive direct deposit or make any automatic payment
- Competitive interest
- No minimum balance
- No monthly maintenance fee
- No per-check charge

### Lion Share Interest Checking\*

- Competitive interest
- Higher interest rates with balances of \$2,500 or more
- Balances under \$2,500 earn competitive interest
- No per-check charge
- Unlimited check writing
- Under \$1,000 minimum daily balance, monthly maintenance fee of \$8

## Personal Savings Accounts

### All accounts include:

- Minimum initial deposit of \$50 to open an account
- Free Online Banking

### Personal Money Market

- Minimum daily balance - \$1,000
- \$6 monthly maintenance fee if below minimum daily balance
- You are allowed six (6) withdrawals of any type per monthly statement cycle at no charge. Each additional withdrawal of any type will be charged a \$10 excessive withdrawal fee.

### Personal Savings

- Low \$200 minimum daily balance
- \$12 maintenance fee per statement cycle if below minimum daily balance
- You are allowed six (6) withdrawals of any type per statement cycle at no charge. Each additional withdrawal of any type will be charged a \$3 excessive withdrawal fee.

## Personal Savings Accounts (continued)

### Health Savings Account

- No minimum balance
- \$5 monthly maintenance fee
- \$50 minimum opening deposit

### Little Lion Savings (Under 18 years)

- Just \$1 minimum opening deposit
- No monthly maintenance fee
- No minimum balance
- You are allowed six (6) withdrawals of any type per statement cycle at no charge. Each additional withdrawal of any type will be charged a \$3 excessive withdrawal fee.

## Business Checking

### All accounts include:

- Minimum initial deposit of \$50 to open an account
- Free Online Cash Management Basic Services
- Free Bill Pay Compatible with Quickbooks
- Free Visa® Business Check Card

### Totally FREE Business Checking\*

- No minimum balance
- No monthly maintenance fee
- Free for customers who do not exceed 1,000 items per month. Greater than 1,000, just \$0.125 per item\*\*
- Cash deposits up to a maximum of \$1000 a day

### Lion's Pride Business Interest Checking\*

- Cash deposits \$0.25 per \$100 (fee waived when under \$5,000/month)
- Transactional items: \$0.125 per item\*\*
- Competitive interest
- No minimum balance
- No monthly maintenance fee

### Lion's Roar Business Checking (Business Analysis)\*

- Cash deposits \$0.25 per \$100 (fee waived when under \$5,000/month)
- \$15 monthly maintenance fee
- Transactional items: \$0.125 per item\*\*
- Earnings credit<sup>§</sup> may offset service and maintenance charges
- Negative Collected Balance Charge - Fidelity Bank's prime rate plus 3%

## Business Savings Accounts

### All accounts include:

- Minimum initial deposit of \$50 to open an account
- Free Online Cash Management Basic Services

### Business Savings

- Minimum daily balance \$1,000
- \$15 maintenance fee per statement cycle if below minimum daily balance
- You are allowed six (6) withdrawals of any type per statement cycle at no charge. Each additional withdrawal of any type will be charged a \$5 excessive withdrawal fee.

### Business Money Market

- Minimum daily balance - \$2,500
- \$10 monthly maintenance fee if below minimum daily balance
- You are allowed six (6) withdrawals of any type per monthly statement cycle at no charge. Each additional withdrawal of any type will be charged a \$10 excessive withdrawal fee.

## Account Types

### Checking Accounts

Totally FREE Checking, 50+ FREE Interest Checking, Direct FREE Interest Checking, Lion Share Interest Checking, Totally FREE Business Checking, Lion's Pride Business Interest Checking, Lion's Roar Business Checking

### Legacy Accounts

Personal Checking, Low Minimum Interest Checking, No Fee Checking with Direct Deposit, Interest Checking, Pride Package, Scholarship Checking (for students), Grand Lion Checking (for adults 50+), eChecking with Interest, No Minimum Interest Checking, Money Market, Flat Rate Business Checking, Business Solutions, Business Checking, Community Pride Checking

### Savings Accounts

Personal Money Market, Personal Savings, Little Lion Savings, Business Savings, Business Money Market

All accounts may incur other fees such as NSF, overdraft fees, etc.

\* Customer Purchases Checks.

\*\*Items include checks paid or deposited, other debits and credits and deposit tickets.

§ You will receive an earnings credit based on a review of near-term and current Treasury Rates calculated utilizing the average collected balance in the account for the period.

## Other Business Services

### Cash Management Fees (Online Banking)

Basic Services.....	FREE
Account Balances	
Bill Payment	
Check Images	
Current & Previous Month Statement	
Internal Transfers	
Loan Payments	
Reconciliation (Import/Export)	
Stop Payments	
Transaction History	
Online Wire Transfer Access.....	\$10 per month***
***Plus Incoming and Outgoing Wire Transfer Fees	
ACH Origination.....	\$25 per month
ACH (transaction).....	\$0.125 per transaction
Positive Pay.....	FREE
Controlled Disbursements.....	\$100 per month

### Coin and Currency

Full Strap.....	\$0.50
Partial Strap.....	\$0.40
Coin Roll.....	\$0.10

### Coin Counter

Count coins at any Branch.....	FREE
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### Electronic Delivery Services

Remote Deposit - If accessed account(s) falls below a daily aggregated minimum balance of \$75,000, there will be a \$45 monthly maintenance fee.

### Night Deposit

\$3 per drop, \$2.50 per deposit

### Statement via CD-ROM

\$20/month

## Other Services and Fees

### Account Research

Check Copy .....	\$1
Research fee .....	\$20/per hour
Special statement services .....	\$10
Statement balancing, per hour.....	\$20
Statement copy .....	\$5

### ATM/Check Card Limits and Fees

ATM withdrawal \$1,000 daily	
POS purchase \$5,000 daily	
ATM Fees - No Fidelity Bank ATM usage fees	
Check Card - Card Replacement Fee.....	\$5

### Audits, Legal and Verification Services

Audit Confirmation.....	\$20
Deposit Verification.....	\$15
Levy Fee.....	\$100

### Bank Checks and Money Orders

Cashier's check .....	\$7
Money order (up to \$1,000).....	\$5
Gift checks.....	\$2.50/check
Travelers checks.....	2% of total

### Collection Items and Foreign Currency

Bond coupon collection .....	\$10
Collection item .....	\$20
Collection item, Foreign .....	\$40
Envelope drafts .....	\$25
Foreign currency exchange (purchase or sale).....	\$10
Additional small transaction fee (if under \$250).....	\$10

### Dormant Account Fees

Dormant account fee <sup>‡</sup> , per month.....	\$5
Dormant fee, lifetime.....	\$60

### Inactivity Fee

No activity for 60 days; \$4 per statement cycle if balance is below \$100

### Miscellaneous Fees

Early account closure fee (within first 90 days) .....	\$25
Hold statement per month .....	\$5
Stop payment, online.....	\$25
Stop payment (Checks & ACH).....	\$32
Overdraft Protection <sup>†</sup> , via transfer.....	\$8/per day
Check printing.....	prices may vary
Deposit Correction.....	\$1
Money Service Business (MSB) per month.....	\$500

### Non-sufficient Funds Fee (NSF)<sup>†</sup>

NSF Paid Item Fee.....	\$29
NSF Returned Item Fee.....	\$29
Maximum Daily Limit on NSF fees.....	10 items/per day
Grace Limit on NSF fees* .....	\$5/per day

### Online Banking / Bill Pay

External Transfers (bank to bank).....	FREE
POP Money (person to person, per transaction).....	\$0.50
Standard Delivery Bill Pay.....	FREE
Same Day Electronic Bill Pay.....	\$10.95
Overnight Paper Check Bill Pay.....	\$15.95

**Return Deposited Item Fees**

Redeposited, per item.....	\$8
Returned, per item.....	\$12

**Safe Deposit Boxes**

3x5 .....	\$40
3x10 .....	\$60
5x5 .....	\$65
5x10 .....	\$90
10x10 .....	\$125
10x15 .....	\$150
Drill fee.....	\$150
Lost Key fee .....	\$25
Late fee .....	\$10

**Wire Transfers**

Domestic, incoming .....	\$15
Domestic, outgoing.....	\$25
Domestic, outgoing via online.....	\$22
International, incoming .....	\$15
International, outgoing .....	\$45
International, outgoing via online.....	\$40

‡ A demand deposit account is considered dormant after 12 months of inactivity. A savings account is considered dormant after 60 months of inactivity.

† Conditions when an overdraft or NSF fee may be imposed include overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

¥ An NSF fee per item will apply once the overdrawn balance exceeds the \$5.00 grace limit.

# Your Guide to Preventing and Managing Overdraft Fees

## Avoid Overdraft Fees

An overdraft can occur when you try to spend more money than you have available in your checking account. For example, let's assume you have \$40 in your account. You ask the phone company to electronically deduct \$35 from your checking account to pay the bill. You now have \$5 available. Next, you use your debit card to make a \$10 purchase. You could overdraw your account if the bank allows the \$10 purchase to be processed. This could cost you expensive overdraft fees. The amount you are overdrawn plus your bank's fees will be deducted immediately, in full, from your next deposit(s) -- including from payroll deposits made by your employer, government benefit deposits, and other direct deposits on which you may depend. These deductions will lower your account balance once again and may increase the risk of more overdrafts and costly fees.

## ATM and Point of Sale Debit Card Purchases

In 2010, federal regulations took effect that provide certain protections for bank customers when their deposit account(s) are overdrawn. Customers now have a choice whether to opt-in to a bank's overdraft program. By choosing to opt-in, the bank can charge you a fee to process point-of-sale (POS) or ATM transactions that exceed your account balance.

This is called the "opt-in rule" – if you do not opt in, the bank will decline your ATM withdrawals and debit card transactions at POS terminals if you do not have enough money in your account to cover the withdrawal or purchase. If you do not opt-in but the bank pays an ATM or POS item when your account is overdrawn, the bank cannot charge you an overdraft fee.

## Checks and Other Transaction Account Payments

For other transactions that would cause you to exceed your balance, such as if you write a check that overdraws your account or for recurring bills automatically deducted from your account, your bank can choose whether to "pay" (cover) the transaction that would cause you to exceed your balance. If the bank decides it will cover the transaction, expect it to charge you an overdraft fee, which may average around \$30. If the bank decides not to cover the transaction, it may charge you a "non-sufficient funds" (NSF) fee and the merchant also may charge you a returned check fee.

## Two Ways to Avoid Costly Overdraft Fees in Automated Overdraft Programs

You can protect yourself from costly overdraft fees by:

### 1. Watch Your Balance.

Track the money you deposit into and withdraw from your account. You can do this on a paper check register or electronically. Remember to track ATM withdrawals, purchases you make with your debit card, bills that get debited electronically from your account, and checks. It also may be a good idea to keep a cushion of funds in your account to help prevent unintended overdrafts.

### 2. Link Your Checking Account to a Savings Account.

If the accounts are linked and you do not have enough money in your checking account to cover a transaction, the bank will transfer funds from your savings account to your checking account to cover the difference. This can save you money over other overdraft programs because most banks will only charge you a small fee, if they charge at all, for transfers. But, this option is useful only if you have enough money in the linked savings account to cover the transaction.

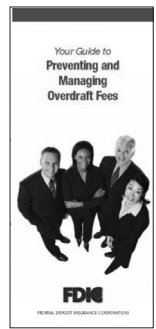
Otherwise, ask your bank about other less costly alternatives to overdraft payment programs, such as a linked line of credit or affordable small-dollar loan.

## What should I do if I have a problem?

If you have a concern about your account, contact your financial institution. Explain the problem and how you would like to see the problem resolved. If contacting the bank does not produce desired results, you can contact the bank's federal regulator for assistance.

To learn more about smart ways to manage your money, complete the FDIC Money Smart financial education program online through [www.fdic.gov/moneysmart](http://www.fdic.gov/moneysmart). You can also find financial education workshops or individualized counseling in your area.

To learn more about how to contact your bank's federal regulator, call the FDIC's Consumer Assistance Line at: 1-877-ASK-FDIC (1-877-275-3342) or visit [www.fdic.gov/consumer](http://www.fdic.gov/consumer).





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