

## **DEPOSIT DISCLOSURE - TERMS AND CONDITIONS OF YOUR ACCOUNT**

**BestBank**

**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 have your account with us, 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. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**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 following business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card 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 signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. 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. A three business day advance notice is required for all cash withdrawals of \$3000.00 or more. 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. 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, 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 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 legal 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 legal 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. Written stop-payment orders are effective for six months. Stop payments placed on preauthorized payments are for one payment only.

**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** - 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, forgeries, or any other errors 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.

The bank may send you one statement for multiple accounts with the same ownership. Original checks will not be returned with statements. Imaged checks will be available through on-line banking.

**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 in the space designated for signatures on the signature card (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: (a) it is an IRA or other tax-deferred retirement 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 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."

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state of New York. 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 credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**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.

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

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

**CHECKING ACCOUNT ORGANIZATION** - This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

**OVERDRAFTS** - Should we decide to allow an overdraft, we will not be obligated to continue the practice at a later time, nor will we be obligated to notify you of such discontinuance. You are responsible for immediately reimbursing the Bank for all overdrawn items and returned items, regardless of when or why returned, and for all overdraft charges and returned check charges.

With respect to checks presented to the bank on the same day, the bank reserves the right to debit customers' account in any order.

**INTEREST** - Interest earned from the cut-off date of your last monthly statement of the year-end will be posted on the first statement in the new year.

**IRA** - The trustee shall be authorized at any time to withdraw funds for payment and benefits upon the grantors death or disability without imposition of a withdrawal penalty. Certificate penalties will be waived for grantors age 59 1/2 and older who are making systematic distributions, prorated based on the term of the certificate, and for grantors age 70 1/2 or older making required minimum distributions. Certificate penalties will not be waived for the removal of nondeductible contributions. Certificate penalties will not be waived for trustee-to-trustee transfers or rollover distributions prior to maturity.

**ARBITRATION OF DISPUTES** - If you encounter a problem with any of our products or services, we encourage you to contact us immediately. In most cases, a call to us or discussing the problem with one of our trained branch personnel will result in a quick resolution of the problem. If we are not able to resolve the problem, any Claim (defined below) you may have relating to your Account will be resolved using the following procedures.

In the event of a dispute involving your Account, either you or we may elect to resolve the Claim by binding arbitration in accordance with this Section (the "Arbitration Provision"), provided that the electing party notifies the other party in writing of the demand for arbitration. Such notice may consist of a pleading filed in court in which the electing party demands arbitration. Arbitration is a method of deciding disputes outside the court system. This Arbitration Provision governs when and how any disputes between you and us will be arbitrated—instead of being decided in court by a judge or a jury—even if one party initially chooses to bring the case in court. Participating in a lawsuit or seeking judicial action with respect to any Claim does not waive our right or your right to arbitrate any other Claims. Binding arbitration means that you and we must follow the arbitration process and rules and must do whatever the arbitrator decides. The result of that process will be an award by the arbitrator resolving the Claim.

A Claim includes any claim, dispute or controversy that arises from or relates to:

- a. Your Account Contract with us, or the events leading up to your becoming an Account holder;
- b. The validity, enforceability or interpretation of this Arbitration Provision;
- c. The validity, enforceability or interpretation of your Account Contract with us;
- d. Prior dealings between you and us pertaining to any other prior or existing deposit contract between you and us;
- e. Future dealings between you and us pertaining to your Account or any other prior or existing deposit contract between you and us; and
- f. Any product or service provided by third parties in connection with your Account, including (but not limited to) data processing companies, credit bureaus, service bureaus and collection agencies.

This Arbitration Provision covers all Claims, including those based on:

- a. Contract law;
- b. Tort law (A "tort" is an injury or wrong, such as personal injury, fraud or negligence, not based on contract, for which the law provides a legal remedy);
- c. Prior court decisions on a subject, known as case law or common law;
- d. Federal or state constitution, statute, regulation, rule or municipal ordinance; or
- e. Any other legal or equitable theory.

This Arbitration Provision also covers requests for orders requiring you or us to take certain actions (which we sometimes refer to as "injunctive relief" or equitable relief").

This Arbitration Provision covers not only Claims that you may have against us but also Claims you may have against:

- a. Our parent companies Guaranty Financial Corp. and Guaranty Financial, MHC (the "Parent Companies");
- b. All companies owned or controlled by the Parent Companies or us;
- c. Any company to which we transfer our rights under the Account Contract; and
- d. All of the employees or other individuals who manage these companies.

Finally, if either you or we elect to arbitrate any Claim you bring against us, or any of the above-referenced companies or persons, any other companies or persons against whom you have asserted a Claim in the same proceeding may also elect to arbitrate that Claim. Whenever "Guaranty" or the words "we" or "us" or "our" used in this Arbitration Provision, it is intended to include any of the above-referenced persons or companies.

A "Claim" does not, however, include any individual claim by you or us which is made in small claims court. On the other hand, if a claim made in small claims court is appealed or otherwise proceeds to regular court, it then becomes a "Claim" subject to arbitration by either you or us. If you or we choose arbitration, the arbitration will be conducted by whichever of the following you designate in writing after written notice demanding arbitration has been given by you or us:

- a. The National Arbitration Forum;
- b. The American Arbitration Association; or
- c. JAMS.

If you do not select an arbitration organization in writing within 20 days after you or we have given notice demanding arbitration, you agree that we may select one. The arbitration will be conducted under the code of procedure of the arbitration organization selected, in effect at the time the Claim is filed. If for any reason the selected arbitration organization is unable or unwilling or ceases to serve, you will have 20 days to select a different arbitration organization from the above list; if you fail to select a different organization within the 20-day period, we will select one.

If you have any questions concerning the arbitration, or if you want a copy of the rules and forms, or if you want to file a Claim, you may contact the organization at:

National Arbitration Forum  
PO Box 50191  
Minneapolis, MN 55405  
800/474-2371  
www.arb-forum.com  
American Arbitration Association  
335 Madison Avenue, 10th Floor  
New York, NY 10017-4605  
www.adr.org  
JAMS  
45 Broadway-28th Flr.  
New York, NY 10006  
www.jamsadr.com

Any arbitration hearing will take place in the federal judicial district in which you reside.

We will not unreasonably withhold our consent to any request by you to pay all or part of the fees that you will have to pay to the arbitration organization and the arbitrator. In any event, we will pay all fees we are required to pay under applicable law.

The arbitrator (the person who decides the Claim) will apply the law that is applicable to the facts and circumstances of the Claim. However, the arbitrator will not apply federal or state rules of civil procedure or evidence or any other state laws that pertain specifically to arbitration. The arbitrator will give written and reasoned findings of fact (a determination of what happened) and conclusions of law (legal consequences from the facts). After the arbitrator makes a decision, you or we may apply to a court to enter a judgment based on the decision.

This arbitration provision will be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended.

ARBITRATION (if it is invoked) MEANS YOU AND WE: (1) GIVE UP THE RIGHT TO FILE A CLAIM IN COURT (EXCEPT SMALL CLAIMS COURT); (2) GIVE UP THE RIGHT TO A JUDGE OR A JURY TRIAL; (3) WILL HAVE LIMITED DISCOVERY RIGHTS; AND (4) WILL HAVE ONLY VERY LIMITED RIGHTS OF APPEAL. ALSO, ARBITRATION WILL BE LIMITED TO YOUR CLAIMS (OR OUR CLAIMS) ALONE, AND JOINDER OF OTHER PARTIES OR CLASS ACTIONS WILL NOT BE PERMITTED. THIS MEANS THAT YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION CONCERNING SUCH CLAIMS.

This Arbitration Provision will survive any suspension, termination or closure of your Account and any bankruptcy by you, to the extent consistent with applicable bankruptcy law.

If any part of this Arbitration Provision is held to be unenforceable, the remainder of the Arbitration Provision will continue to be enforceable. In the event of a conflict between the arbitration organization's code and your Account Contract, including this Arbitration Provision, your Account Contract controls. In the event of a conflict between this Arbitration Provision and your Account Contract, this Arbitration Provision controls.

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

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

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, statement savings, or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**INFO Line Telephone Transfers - types of transfers** - You may access your account(s) by telephone 24 hours a day at 1-800-235-INFO(4636) using a touch tone phone, your account numbers, and your four-digit security code, to:

- transfer funds between accounts, excluding passbook accounts
  - transfers made after 8:00 P.M. CST will be posted the next business day
- get information about:
  - balances from checking, savings, money market, or CD accounts
  - most recent deposits or withdrawals
  - checks that have cleared your account since your last statement
  - BestBank's current interest rates
  - the amount of interest you have earned

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) or VISA® *CheckCard*SM and personal identification number (PIN), to:

- make deposits to checking account(s)
- make deposits to statement savings or money market account(s)

- foreign checks and travelers checks cannot be deposited at an ATM
- get cash withdrawals from checking, statement savings, or money market account(s) with an ATM card
  - you may withdraw no more than \$500.00 per day, per card number, for ATM transactions and point-of-sale transactions combined
- get cash withdrawals from checking, statement savings, or money market account(s) with a VISA *CheckCard*
  - you may withdraw no more than \$500.00 per day, per card number, in combination with point-of-sale transactions using a PIN
- transfer funds from statement savings or money market account(s) to checking account(s)
- transfer funds from checking to statement savings or money market account(s)
- get information about:
  - the account balance of your checking accounts
  - the account balance of your savings or money market accounts

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

#### **Types of ATM Card Point-of-Sale Transactions –**

- PIN point-of-sale – swipe your card and enter your PIN to your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits.
- PIN-less point-of-sale – swipe your card and do not enter your PIN to your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits.

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

- you may not exceed \$500.00 in transactions per day, per card number, for ATM transactions and point-of-sale transactions combined

#### **Types of Debit (VISA *CheckCard*) Point-of-Sale Transactions –**

- Visa point-of-sale – swipe your card and select “credit” option for payment from your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits, or provide your card number (e.g. in e-commerce or mail/telephone order environments) and indicate Visa or credit to access your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits.
- PIN point-of-sale – swipe your card and enter your PIN for payment from your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits.
- PIN-less point-of-sale – You swipe your card and do not enter your PIN to your account(s) to purchase goods, pay for services, and receive cash from a merchant, if the merchant permits.

It is the merchant(s) responsibility to give you the option to choose VISA as the payment method, if they are processing PIN-less point-of-sale transactions through non-Visa networks.

#### **Debit (VISA *CheckCard*) - dollar limitations - Using your card:**

- you may not exceed the available balance in your account up to a maximum of \$5,000 in a three day period, per card number, for debit transactions requiring your signature.
- you may not exceed \$500.00 in transactions per day, per card number, in combination with ATM withdrawals using your PIN.

**Card Ownership and Termination:** Your retention of, signature on, or use of the Card constitutes your agreement to comply with these Rules as amended from time to time. The Card remains the property of BestBank. We may terminate your privilege of using the Card at any time. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.

**Authorization to Debit or Credit Account:** Each time your Card is properly used you authorize us to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, withdrawal orders and vouchers in the same way we handle authorized checks drawn on your Account.

**Overdrafts:** If use of your Card overdraws your Account, you will be notified and you agree to make immediate payment to us of the amount of any such overdrafts together with such service charges as we may impose. Also, whenever your Account is overdrawn, we have the right to return unpaid any checks or other orders on your Account which are presented to us and to assess a service charge for making such returns.

**Right to Stop Payment:** You are not permitted to stop payment on any Purchase or Cash Withdrawals originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

**Refunds on Purchases:** Cash refunds will not be made to you on Purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Unless your use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

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

Visa USA charges international fees to us. An International Service Assessment of 0.8% is charged on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. International Service Assessment on international ATM and manual cash transactions is 0.4%. Visa International ATM acquirers are permitted to impose an access fee on international ATM cash disbursement transactions. The interchange fee assessed on international ATM cash transactions where an access fee HAS NOT been imposed is US\$1.25. The interchange fee assessed on international ATM cash transactions where an access fee HAS been imposed will be US\$0.50. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

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

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

The non-Visa debit network(s) for which such transactions are enabled are: PULSE network.

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

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

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

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

**BestBank's Online Banking Computer Transfers - type of transfers** - You may access your account(s) by computer 24 hours a day at [www.bestbank.com](http://www.bestbank.com) using a password, to:

- transfer funds between accounts (excluding passbook accounts)
- make payments from checking to third parties
- get information about:
  - balances from checking, savings, money market, or CD accounts
  - checks that have cleared your account
  - most recent deposits or withdrawals
  - the amount of interest you have earned

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a statement savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check or similar order to third parties.
- Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle. Preauthorized transfers include checks, point-of-sale, and system generated overdraft transfers.

#### **FEES**

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- Please refer to our current Account Disclosure for fees.

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

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

#### **DOCUMENTATION**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-235-4636 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking and money market accounts, unless there is no activity in a particular month. Activity does not include interest postings. In any case, you will get a statement at least quarterly.

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

For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

#### **PREAUTHORIZED PAYMENTS**

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Stop payments placed on preauthorized payments are for one payment only. Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.

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

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **FINANCIAL INSTITUTION'S LIABILITY**

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

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

(6) There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

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

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

## **UNAUTHORIZED TRANSFERS**

### **(a) Consumer liability.**

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

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

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

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

• *Additional Limit on Liability for VISA® CheckCard.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® CheckCard. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

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

## **ERROR RESOLUTION NOTICE**

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

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

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

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

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

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

BestBank

a division of Guaranty Bank headquartered in Wisconsin

CUSTOMER SERVICE CENTER

P.O. BOX 240200

MILWAUKEE, WISCONSIN 53224-9010

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 1-800-235-4636 (toll free) CST

MORE DETAILED INFORMATION

IS AVAILABLE ON REQUEST

## **NOTICE OF ATM/NIGHT DEPOSIT**

### **FACILITY USER PRECAUTIONS**

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

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

### YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make certain types of deposited funds available for withdrawal on the day of deposit. Availability of some types of check deposits may be delayed; the amount of the delay depends on the type of deposit and/or other circumstances, as described below in the Sections entitled **LONGER DELAYS MAY APPLY**", **"SPECIAL RULES FOR NEW ACCOUNTS"**, and **"DEPOSITS AT AUTOMATED TELLER MACHINES"**. Collectively, these Sections shall be referred to as the **"Special Circumstances"**. During the delay, you may not withdraw the funds in cash and we may not 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 (or checks are paid), you are still responsible for checks you deposit which are returned to us unpaid and for any other problems involving your deposit.

#### DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

If you make a deposit at an ATM before 8:30 P.M. CST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 8:30 P.M. CST on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### Same-Day Availability

Unless Special Circumstances apply, funds from the following deposits are available on the day of deposit:

Electronic direct deposits, Cash, Wire Transfers

#### Next Business Day Availability

Unless Special Circumstances apply, funds from the following deposits are available no later than on the first business day after the business day we receive the deposit:

U.S. Treasury checks that are payable to you.

Checks drawn on Guaranty/Best Bank.

Any of the following items deposited in person to a Guaranty/Best Bank branch employee at a teller window:

State and local government checks that are payable to you. Note you may be required to use special deposit slip available from our tellers.

Cashier's, certified, and teller's checks that are payable to you. Note you may be required to use special deposit slip available from our tellers.

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

#### Other Check Deposits

The delay for other check deposits depends on whether the check is a local or a non-local check. To see whether a check is a local or a non-local check, look at the routing number on the check:

Personal Check

Pay to the order of _____ \$ _____ dollars	
Bank Name and Location _____	
123456789	000000000 000
Routing Number	

Business Check

Name of Company Address, City, State _____		
Pay to the order of _____ \$ _____ dollars		
Bank Name and Location _____		
000000000	123456789	000000000 000
Routing Number		

If the first four digits of the routing number (1234 in the examples above) are: 0530, 2530, 0531, 2531, 0532, 2532, 0539, 2539, 0610, 2610, 0611, 2611, 0612, 2612, 0613, 2613, 0620, 2620, 0621, 2621, 0622, 2622, 0630, 2630, 0631, 2631, 0632, 2632,

0640, 2640, 0641, 2641, 0642, 2642, 0650, 2650, 0651, 2651, 0652, 2652, 0653, 2653, 0654, 2654, 0655, 2655, 0660, 2660, 0670, 2670, 0810, 2810, 0812, 2812, 0815, 2815, 0819, 2819, 0820, 2820, 0829, 2829, 0840, 2840, 0841, 2841, 0842, 2842, 0843, 2843, 0865, or 2865 then the check is a local check. Otherwise, the check is a non-local check. Some checks are marked "payable through" and have a four- or nine-digit number nearby. For these checks, use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or non-local. Unless Special

Circumstances apply our policy is to make funds from local and non-local checks available as follows.

1. Local checks. The first \$100 from a deposit of local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

2. Non-local checks. The first \$100 from a deposit of non-local checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit.

For example, if you deposit a \$700 non-local check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

3. Local and non-local checks. If you deposit both categories of checks, \$100 from the checks will be available on the first business day after the day of your deposit, not \$100 from each category of check.

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

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

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

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

If you are a new customer, the following special rules may apply during the first 30 days your account is open in addition to the other Special Circumstances.

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

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

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

Unless another Special Circumstance applies, funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, however, the first \$100 of a deposit will be available on the first business day after the day of deposit.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. All ATMs that we own or operate are identified as our machines.

Member FDIC

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