

Welcome to Citizens Bank

Personal Deposit Account Agreement

 **Citizens Bank[®]**

Welcome

Welcome to Your New Account

Thank you for opening your new account at Citizens Bank. Part of being a good bank is ensuring you have all the information you may need about your account—with clear and understandable terms up front. You'll find more about how your account works and helpful reference information on the following pages.

This guide is divided into three sections:

1. How Does My New Account Work
2. Rules when using your Debit Card/ATM Card and other Electronic Funds Transfer (EFT) Services
3. What if I have Legal Questions

Of course, if you still have questions or would like clarification, just ask your Citizens Banker. We're here to help.

Our Agreement with You

This Personal Deposit Account Agreement is the agreement that governs each personal deposit account you have opened with us. This agreement replaces all previous personal deposit account agreements. Please read it carefully and retain it for future reference. By providing a written or electronic signature on a signature card or other agreement to open your account or by using any of our deposit account services, you and anyone else identified as an owner of the account agree to the terms contained in this agreement. This agreement refers to and includes Personal Account Fees and Features Guide and other disclosures, agreements and amendments that we may provide to you. All may contain information on fees that apply to your account.

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Terms

Explanation of Important Terms

Below are definitions of some important terms used throughout this agreement:

“Account”: means any deposit account you have with us (such as a checking or savings account) that is covered by this agreement.

“Account Balance”: means the amount of money in your account.

“ACH” (automated clearinghouse): is an electronic deposit to or withdrawal from your account, such as a directly deposited payroll check or a bill payment, sent to us through the automated clearinghouse, which is an electronic network that sends and receives those transactions.

“Available Balance”: is the most current record we have about the funds that are available for withdrawal from your account. For more information, please see the section entitled “Determining Available Balance.”

“Business day”: any week day other than a Saturday, Sunday or legal holiday. You can call us for the listing.

“Check”: means any written order to pay a specific amount of money drawn on, payable through or at, or processed by a bank or other depository institution such as a credit union. An electronic image of a check or a substitute check is still considered a check.

“Customer (of a particular state or region)”: means a customer whose account we opened in that particular state or region, or, if we transfer an account to another location, a customer whose account we currently maintain in that state or region.

“Debit”: means any authorized transaction presented for payment against your account which will reduce the Account Balance.

“Debit Card Authorization Holds”: means the amount deducted from your Available Balance while we await the final settlement amount from a merchant from which you have made a purchase.

“Direct deposit”: means a deposit in which someone, such as an employer or the government, sends funds directly to your account through the ACH electronic payment system.

“Funds Availability Policy”: Our policy that governs the time between when you make a deposit and when you may use the funds as described in the section entitled Funds Availability Disclosure.

“Hold on your account”: means that the funds are in your account but we will not allow you to withdraw some or all of them. A hold may be placed because of delayed funds availability, a court order requiring us to prevent withdrawals, or other reasons. The amount of a hold reduces your available balance by that amount.

“Item”: means any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge, deposit or other amount that is added to or subtracted from your account.

“Loss”: means any monetary loss including any liabilities, claims, fines, penalties, fees, costs and expenses including, without limitation, attorneys’ fees and litigation costs of any kind.

“Overdraft”: occurs when you do not have enough money in your account to cover an item but the bank pays on your behalf.

“Overdraft Fee”: means a fee charged by the bank when it pays an overdraft on your account.

“Personal deposit account”: for the purpose of this agreement, is an account in the name of an individual, guardian, nonprofit organization, conservator, estate or personal trust, provided that all of the beneficiaries are natural persons. You may not open or maintain an account with us under this agreement if you are a corporation, unincorporated business association, sole proprietorship, limited liability company, limited partnership or any other commercial entity. We have a separate agreement and a wide array of commercial deposit products for your business needs.

“POS”: means the point of sale location where a transaction occurs in exchange for goods or services.

“Post”: transactions that are either added to (credited) or subtracted from (debited) from your account.

“Postdated check”: is a check dated later than the date on which the check is written.

“Pre-authorized Debit”: payments deducted automatically by a third party from your account on a recurring basis.

“Remotely created check”: is a check which does not bear your actual signature, but purports to be drawn with your authorization.

“Returned Item Fee”: means a fee charged by us when an item such as a check (including other items using your checking account number), an online or automatic bill payment, or a preauthorized debit item presented for payment is returned unpaid because the available balance in your account is less than the amount of the item.

“Settles/Settlement”: when the merchant instructs the bank to remove the exact amount of your final purchase from your account.

“Substitute check”: means a copy of a check that is the legal equivalent of an original check. See the section entitled “Substitute Checks and Your Rights under the Check 21 Act” for details.

“Sustained Overdraft Fee”: means a fee charged by the bank when your account remains overdrawn.

“You” and “your”: mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

“We,” “our,” “us” and “bank”: mean Citizens Bank, N.A and its successors and assigns.

“Withdrawal”: means taking out cash from your account at a branch office or at an ATM or the payment of a check drawn on your account or an EFT transfer from your account, such as a point of sale purchase with your debit card or a preauthorized transfer from your account.

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OPENING A PERSONAL DEPOSIT ACCOUNT

Signature Card

You must sign our signature card on paper or in an electronic format when you open an account. If more than one person opens an account, each of you must complete and sign our signature card. Also, you must complete or provide any other documentation we may require. All documentation you provide to us in connection with establishing your account must be in a form satisfactory to us.

If for some reason you have not signed a signature card or we do not have your signature card, by transacting any business on the joint account you agree to be bound by this agreement, the Personal Deposit Account Fees and Features Guide, and any other applicable agreement. We will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is authorized.

The form of ownership of your account is designated on the signature card you completed when opening your account. We may rely on this designation for all purposes concerning your account. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, if any, specified on your account records, except as they determine to whom we pay account funds.

See the section entitled "How Accounts Can Be Owned" which describes the forms of ownership that an account may have.

IRS Form W-8

If you have indicated that you and, if a joint account, the co-owner of the account are not U.S. citizens, it is your responsibility to determine whether you and, if a joint account, the co-owner of the account are U.S. residents for U.S. federal income tax purposes, including due to the amount of time you spend in the United States. Account holders who are neither U.S. citizens nor residents are required to provide to the bank an appropriate completed IRS Form W-8, which is available from the Internal Revenue Service (IRS) and can be obtained from the IRS website at irs.gov. Because most account holders require the Form W-8BEN, that form is being provided to you by the bank as a convenience to you, but it is your responsibility, in consultation with your tax advisor, to determine which form is required and to provide it to the bank and to update it as required. The bank is not able to provide tax advice.

DEPOSITS TO YOUR ACCOUNT

Each deposit to your account must be accompanied by a completed deposit slip or such other documentation as we may require. You may make a deposit into your account in person at any of our branch offices, by mail, or by any other method we make available, such as at any of our automated teller machines (ATMs). All deposits to your accounts, regardless of how made, are subject to verification, final payment and our Funds Availability disclosure.

Deposit Receipts and Error Correction

When we accept your deposits, consisting of checks, image replacement documents or other negotiable instruments, we may provisionally credit your account for the amount declared on your deposit receipt and later verify the accuracy of that amount, though we reserve the right not to do so in every case. You must ensure that the amounts declared on your deposit receipt are correct even if you did not prepare the deposit. If later we determine that the amounts declared on the deposit receipt are incorrect, we may adjust (debit or credit) your account. We may make the adjustment without prior notice to you and the amount of your deposit (including any adjustment) will appear on your account statement. However, if the error in completing the deposit receipt was apparently inadvertent and is of an undetermined cause and is less than our standard adjustment amount of \$5.00, we will not adjust the deposit unless you notify us of the error within one year of the date of your account statement that shows the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered finally settled. This means that if the actual amount deposited was less than the amount declared on the deposit receipt, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit receipt, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

With respect to credits to your account consisting of electronic credits received through an automated clearing house or the funds transfer system of the Federal Reserve Banks (each an ACH Credit) we may provisionally credit your account with respect to such ACH Credit subject to receipt of final settlement for such ACH Credit through such automated clearing house or a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount provisionally credited to you in connection with such ACH Credit, and the party making payment to you via such ACH Credit (i.e., the Originator of the ACH Credit) shall not be deemed to have paid you in the amount of such ACH Credit.

Under the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and/or the regulations of the Board of Governors of the Federal Reserve system, and the operating circulars of the Federal Reserve Banks, which are applicable to ACH Credit transactions involving your account, we are not required to give next day notice to you of receipt of an ACH Credit and we will not do so. However, we will notify you of the receipt of ACH Credits in the periodic statements of account we provide to you.

Personal Deposit Account Agreement

Endorsements

You must sign (endorse) a check that you cash or deposit as set forth below. We may endorse any check that does not have an endorsement for you, or treat the check as if we had endorsed it. Also, any check deposited to your account that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

Endorsement Requirements

Federal law requires that you endorse a check in the area on the back of the check that extends 1-1/2 inches from the trailing edge. The trailing edge is the left side of the check looking at it from the front. If a check contains any printing, writing or other material on the back outside that area, that material could cause delays in processing and returning the check. If you don't endorse your check properly, and we suffer a Loss, you agree to pay that amount to us.

Our Rules for Certain Deposit Items

Cash Deposits

You should review your receipt when you make a cash deposit at a branch office or at an ATM. You should do so immediately and advise us if there is a discrepancy. If you do not advise us otherwise, you agree that our count of the cash in your deposit is correct.

Depositing Foreign Items and Other Non-Routine Items

We will accept non-routine items on a collection basis—that means that we won't add funds to your account until we have actually been paid for the item.

We are not required to accept checks that are drawn on a non-US bank or payable in a foreign currency. If we accept a foreign item for deposit or collection, you assume all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item.

These items are not governed by our Funds Availability disclosure. Fees are charged on (1) foreign items deposited and (2) foreign and domestic items accepted for collection. Please refer to the Personal Account Fees and Features Guide for the amount of such fees. We may in our sole discretion and from time to time make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

Depositing Substitute Checks

You may sometimes receive a substitute check, such as when a check you deposited is returned unpaid. You agree not to deposit substitute checks. However, if you do and we suffer a Loss as a result, you agree to pay that amount to us.

Checks with Notations

We are not bound by any conditional or restrictive notations on any check you cash or deposit, or any restrictive endorsement such as without recourse (by which you try to decline any responsibility for payment).

Funds Availability Disclosure

Our general policy is to make funds from your deposits available to you at the time and on the basis described below:

When You Can Withdraw Funds You Have Deposited

Immediately <i>Available for same day withdrawals</i>	At the close of the same business day <i>Available to pay checks and purchases that post to your account that night</i>	The next business day <i>Available for next business day withdrawals, and to pay checks and purchases that post to your account the next night</i>
<ul style="list-style-type: none">• Cash deposit at a teller or at our ATM• Wire transfer	<ul style="list-style-type: none">• Cash deposited at our ATM up to 10:00 PM local time• Electronic direct deposit• Citizens Bank check (written by Citizens Bank customer) deposited with a teller any time or at our ATM up to 10:00 PM local time	<ul style="list-style-type: none">• Non-Citizens Bank check (written by a customer of another bank), including a Federal Government check, deposited with a teller any time or at our ATM up to 10:00 PM local time

Special Rules: Longer delays may apply based on items deposited, account history or if you have recently opened your account with us. If there is a delay, due to non-Citizens Bank check deposits, the first \$200 of your total daily deposits will be available the next business day. In addition, if your account is in Delaware or Pennsylvania, you may be permitted to make deposits at some select non-Citizens Bank ATMs with these symbols: STARSM, PULSE[®], PLUS[®], AFFN, NYCE[®] and VISA[®]. Funds from these deposits (whether cash or checks) will not be available until the fifth business day after the day of your deposit.

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Business Day

A business day is any day other than a Saturday, Sunday or federal holiday (if the holiday falls on a weekend, the holiday is considered to be the following Monday). From opening to close, our branches operate on a single business day. Deposits and transfers made on a business day at a branch, deposits by 10:00 PM local time at an ATM, deposits by 10:00 PM Eastern Time through Mobile Deposit, transfers by 7:30 PM Eastern Time at an ATM or transfers by 11:30 PM Eastern Time in Online Banking or Telephone Banking, are posted to your account the same business day.

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

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.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the applicable time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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 evening of the same day of your deposit or the next business day after the day of your deposit as set forth above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the next business day after the day of your deposit.

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

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

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. However, the first \$200 of these deposits will normally be available on the first business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 25 days your account is open. If the 25th day does not fall on a business day, these special rules will apply through the first business day after the 25th day. We may make the first \$200 of your deposits of items drawn on another bank available to you for withdrawal on the next business day after the day of your deposit. Funds from electronic direct deposits to your account, wire transfers and cash deposits made in person to one of our employees will be available on the same day we receive the deposit. Funds from deposits of cash 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 next 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 fifth 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 deposits of checks drawn on any subsidiary bank of Citizens Financial Group, Inc. will be available on the second business day after the day of your deposit.

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

Personal Deposit Account Agreement

Our Responsibility to Collect Deposits

When you deposit or cash a check, or we send a check for collection, we act only as your agent and our responsibility to you is to exercise reasonable care. Even though we credit your account for the amount of any item, the credit is temporary until we receive final payment in a manner acceptable to us.

We will not be liable for the lack of care of any bank we use to collect checks, or for checks lost while being shipped. We may send checks to any bank or directly to any non-bank drawee in our customary manner. We may agree with other banks regarding times and methods for collecting or returning items.

If we lose a check, you agree to use reasonable efforts to help us locate or replace the lost check.

We have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed, or otherwise improper.

Our Right to Refuse Deposits

Subject to applicable law, we may at any time (1) refuse to accept a deposit, (2) limit the amount that may be deposited into your account, or (3) return or hold all or any part of a deposit for any reason.

Our Right to Charge Back or Otherwise Deduct Deposited or Cashed Checks from Your Account

We have the right to charge back or otherwise deduct from your account any deposited or cashed checks that are returned even if this causes your account to be overdrawn.

If a check deposited into your account is returned for any reason by the bank on which the check is drawn (the check is dishonored), we may, in our sole discretion, re-present the check for payment. If we choose to do this, you agree to waive your right to receive immediate notice of dishonor.

You agree to pay us a returned deposited/cashed item fee for any check that is dishonored, regardless of the reason for dishonor. The amount of this fee is disclosed in the Personal Account Fees and Features Guide.

Direct Deposits Returned by Us

You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time in the following circumstances even if this causes your account to be overdrawn:

- we credited your account in an incorrect amount,
- the deposit represents a duplicate credit to your account,
- you were not entitled to the deposit, or
- you were not the intended recipient of the deposit.

Determining Available Balance

In determining whether you have sufficient funds to cover an item, we will consider all items that have posted to your account, any holds that may be in place on deposits you have made, and pending items (such as pending debit card purchases or ATM withdrawals) that we have authorized but have not yet posted to your account.

Posting Order—How Your Transactions Are Applied to Your Account

The following describes the order in which we post transactions to your account, which is known as our “Posting Order” effective November 8, 2013. At the end of each business day, Citizens Bank processes the transactions on your account. The chart below describes the order in which we post transactions to your account and affect your available balance. For example, we will post your available deposits before your withdrawals. So you may be able to avoid overdraft fees if a deposit becomes available that night to cover ATM withdrawals or purchases that brought your account below zero that day.

We “post” (i.e., credit/add or debit/subtract) your transactions to your account during our nightly processing each business day. As a result, items do not always post in the order in which the transactions occurred. Rather, we group your transactions into certain categories and post transactions within those categories as described below:

Personal Deposit Account Agreement

POSTING ORDER	TRANSACTION TYPE	HOW THEY ARE POSTED
1 st	<ul style="list-style-type: none"> • Available deposits 	<ul style="list-style-type: none"> • Deposits are credited (added) as soon as they are "available." • Availability varies depending on the type of deposit and where it was made. • For more information when your deposits become available see our website at citizensbank.com/overdraftchoices or refer to this Personal Deposit Account Agreement.
2 nd	<ul style="list-style-type: none"> • ATM withdrawals • Debit card transactions • Transactions executed by a teller in a branch (including cashed checks) • Account transfers 	<ul style="list-style-type: none"> • These withdrawals are all processed in the chronological order the transactions were conducted according to the date and time provided to us. • As a result, your prior day transactions will post before your current day transactions. • The time we receive items for posting may differ from the time shown on your receipt. Transactions without date and/or time will then be posted in the order of lowest-to-highest dollar amount.
3 rd	<ul style="list-style-type: none"> • Checks (other than those cashed at the teller) • ACH transactions • Online Banking payments • Pre-authorized Debits (e.g., recurring monthly payments) 	<ul style="list-style-type: none"> • These withdrawals are processed in the order of highest-to-lowest dollar amount.
4 th	<ul style="list-style-type: none"> • Miscellaneous adjustments (levies, deposit adjustments, garnishments, etc.) 	<ul style="list-style-type: none"> • These withdrawals are processed in the order of lowest-to-highest dollar amount.
5 th	<ul style="list-style-type: none"> • Charges for services provided on the prior day, including Overdraft Fees, and services provided at other times, including stop payment fees and research fees 	<ul style="list-style-type: none"> • These withdrawals are processed in the order of lowest-to-highest dollar amount.
6 th	<ul style="list-style-type: none"> • System generated transactions such as monthly maintenance fees and finance charges 	<ul style="list-style-type: none"> • These withdrawals are processed in the order generated by our system.

Withdrawals from Your Account

You may make withdrawals from your account up to the available balance in your account. We may require you to provide us with identification that is in a form satisfactory to us and any documentation we may require, such as a check or withdrawal slip.

Checks and Withdrawal Forms

Checks and other account documents you use must be on forms obtained through or approved by us. We are not responsible for Losses that result from improper printing on documents we don't approve.

Safeguarding Your Checks

You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any checks are lost, missing, destroyed or otherwise unaccounted for. If you fail to do any of these things, we are not responsible for any Losses that may result, except to the extent otherwise required by applicable law.

Review of Checks and Signatures

We process checks by automated means and do not visually inspect all checks. You agree that we do not fail to exercise ordinary care by using automated means to process your checks. You further agree that we do not fail to exercise ordinary care if we pay a check that was altered or forged in such a manner that a reasonable person would not be able to detect the alteration or forgery.

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Facsimile Signatures

We may in our sole discretion allow you to use a facsimile signature on any check drawn on your account. You authorize us to accept and pay any check bearing or purporting to bear your facsimile signature as though you had signed your own name to the check, regardless of how the facsimile signature came to be placed on the check or to whom it is drawn or made payable. You agree to assume full responsibility for the payment of any check bearing your facsimile signature or a signature closely resembling your facsimile signature.

Multiple Signatures

If you establish an account that purports to require two or more signatures on any item drawn on your account, you acknowledge that such a provision is solely for your personal or internal control purposes and shall not be binding on us.

Withdrawal Limitations—Checks

Stale Checks

We may, in our sole discretion, pay or dishonor a check that is drawn on your account and is presented to us more than six months after its date, unless it is a certified check or a stop payment request is in effect. We will make this decision without notice to you.

Postdated Checks

Our check processing equipment is unable to detect postdated checks. We may, without inquiry or liability, pay a postdated check even though payment was made before the date of the check.

Items Presented for Payment by a Non-Customer

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks, you authorize us to pay remotely created checks, even though they do not contain your signature. This provision does not obligate us to honor remotely created checks. We may refuse to honor such checks without cause or prior notice, even if we have previously honored similar checks.

If a person who is not one of our customers tries to cash your check at any of our branches, we may charge them a fee, unless prohibited by applicable law. Also, we may impose security procedures or other requirements on a non-customer, such as presenting identification acceptable to us. You agree that we will not be liable for wrongful dishonor or other claims or charges relating to our refusal to cash a check for a non-customer if that person does not comply with our requirements.

Withdrawal Limitations—Savings Accounts, Interest-Bearing Checking Accounts, and Money Market Accounts

Our Right to Require Notice

We reserve the right to require you to give us at least seven calendar days' written notice before you withdraw money from your interest-bearing checking, savings, money market, Variable Rate Savings Individual Retirement Accounts (IRA) or Simplified Employer Pension Plan (SEP) Accounts.

Limits on Withdrawals from Savings Accounts and Money Market Accounts

Transfers and withdrawals from your savings and money market accounts to one of your other accounts or to third parties are limited unless you make them in person at one of our branch offices, by mail (by a check payable and mailed to you) or at one of our ATMs.

You may make no more than six transfers and/or withdrawals each calendar month for savings accounts (or each statement period for money market accounts) from among the following:

- Preauthorized transfers from these accounts (this includes transfers for an Overdraft Plan).
- Telephone transfers from these accounts (this includes instructions to transfer funds sent to us by facsimile or other electronic transmissions).
- Online banking transfers or bill payment transfers from these accounts.
- Check, card transactions or similar orders to a third party.

We further limit these six transfers or withdrawals as follows:

- No more than three of the six legally permissible transfers or withdrawals may be made by check, card transaction or similar order to a third party each statement period from your money market account.
- No transfers or withdrawals by check, card transaction or similar order to a third party may be made from your savings account.

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If you exceed these limits 3 or more times during any 12 consecutive calendar month period on your savings account (or during any 12 consecutive statement periods on your money market account), we may change your account to one we choose that does not limit withdrawals, and it may be an account that pays less or no interest. We may do this sooner if you significantly exceed these limits in any one month or statement period.

Other Limitations

Individual Retirement Accounts (IRA) or Simplified Employer Pension Plan (SEP) Accounts

Withdrawals from these accounts are subject to current regulations of the Internal Revenue Service (IRS) governing such accounts and may also trigger tax penalties and be subject to taxation. There may be a fee for outgoing transfers from an IRA or SEP account as set forth in the Personal Account Fees and Features Guide. Please see your retirement account disclosure statements for other retirement account transaction limitations.

Withdrawal Limitations—Large Cash Withdrawals

We may place reasonable restrictions on the time and method of any large cash withdrawals. We may require that you provide adequate security but we have no obligation to do so.

Withdrawal Limitations—Other Times When We May Refuse Your Request to Make a Withdrawal

We may refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- we have received a court order or other legal document prohibiting withdrawal;
- there is a dispute concerning your account;
- you owe us money that is due and payable;
- your account is security for a debt;
- you or a person we believe to be an agent of an owner of your account requests that we do not permit withdrawals;
- a problem occurs with our equipment;
- limited currency is available at a particular branch office; or
- our refusal is otherwise required by applicable law.

Illegal Transactions

Your account must not be used for any unlawful purpose under applicable law, such as to initiate a transaction involving internet gambling. We have the right to refuse a transaction which we believe involves internet gambling or other unlawful purpose.

Sanctions Awareness (Notice to All Customers)

Pursuant to sanctions imposed by the U.S. government, U.S. financial institutions, including the Bank, will reject or block, as appropriate, any property, including funds transfers, involving entities or countries sanctioned by the U.S. government. As our client, you should not provide any entity or individual subject to such sanctions, access to the account(s) you hold at the Bank. You should not assist in circumventing any such sanction in conducting transactions through the account you hold at the Bank. If we become aware of any transaction or attempted transaction that evades, avoids or circumvents such sanctions, we will take appropriate steps to reject or block, as appropriate, the transaction and report such activity to the relevant authorities.

Stop Payment Request (Checks)

If you do not want us to pay a check drawn on your account, you have a right to request that we do not pay the check. We will accept a stop payment request from an account owner or any authorized account signer, even one who did not sign the check. Any account owner or authorized signer may cancel a stop payment order.

For information on how to stop a preauthorized electronic funds payment, see the section entitled “Stopping Preauthorized Electronic Funds Payment.”

Stop payments are not permissible for debit card POS purchases. See the section entitled “Debit Card POS Purchases” for information.

How You May Request a Stop Payment

You can exercise this right by notifying us in person or by writing or calling us. You may send written stop payment requests to any of our branch offices. You may generally stop payment on a check drawn on your account, provided that we receive the stop payment notice a reasonable time before we have accepted, certified, paid in cash, made final payment on or otherwise become obligated to pay such check, except to the extent otherwise required by applicable law.

Contents of Stop Payment Request

Stop payment requests must describe the check by the exact account number, check number and amount of the check. You must also provide any other information we reasonably request that would assist us in identifying the check (for example, the name of the person the check is made out to and the date of the check).

Personal Deposit Account Agreement

Stop Payment Request Fee

The amount of the stop payment request fee is disclosed in the Personal Account Fees and Features Guide. You agree to pay us a fee for each stop payment request we receive on your account, including renewals of an expired stop payment request.

Effective Period of Stop Payment Request, Renewal and Revocation

Your stop payment request will generally be effective on the next business day after we receive your request. If the information you give us (1) is not correct, (2) does not reasonably describe the check, or (3) is not provided within a reasonable time to give us the opportunity to act on your request, we are not responsible if we are not able to stop payment on the check.

Both written and oral stop payment requests are valid for six months, unless you rescind your request in writing before the expiration of the six-month period. You may also renew your stop payment request by notifying us in person, or by writing or calling us before the expiration of the six-month period.

We will not inform you when a stop payment order is about to expire. If you do not timely renew your stop payment request and the check is presented to us for payment, we may pay it.

Bank Checks Not Subject to Stop Payment Request

Stop payment requests may not be issued on bank checks (for example, cashier's checks, official checks, certified checks or money orders). We may, however, replace a lost, stolen or destroyed bank check, provided you comply with our established procedures. If the original bank check is presented to us for payment before your claim becomes effective, we may pay the check, and we will not be liable to you.

Insufficient Funds, Overdrafts and Returned Items

It is important for you to keep track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a purchase. It is your responsibility to avoid overdrawing your account.

What Actions We Are Authorized to Take

We determine during each business day whether or not your account contains sufficient available funds to pay an item (for example, a check, in-person withdrawal from a teller, ATM withdrawal, point-of-sale purchase or any other paper or electronic item drawn on your account). If we determine that your account has insufficient or unavailable funds to pay an item, we have the right to take the following actions without prior notice to you:

- return the item,
- decline the item, or
- pay the item and create an overdraft in your account for the following types of items: checks (including other items using your checking account number), automated bill payments and preauthorized debit items.

Unless you provide us with your prior affirmative consent we will not authorize and pay overdrafts for the following types of items: ATM items and non-repeating everyday debit card items (transactions where you use your debit card at a point of sale, for example, at a merchant or a store or in an on-line transaction). If you provide your consent, then we reserve the right on a case-by-case basis to authorize and pay, at our discretion, such an ATM item or a non-repeating everyday debit card item, and charge you an Overdraft Fee. However, if you have not permitted us to pay these types of items, then we will decline the transaction and will not charge you an Overdraft Fee.

We are under no obligation to pay an item and create an overdraft. Our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft even if we have done so in the past.

Overdraft Fee, Returned Item Fee and Sustained Overdraft Fee

When any item is presented where there are insufficient available funds to pay the item, we can charge you a fee, depending upon whether or not we pay the item or return the item.

- If we pay the item, such as a check or ATM withdrawal or debit card transaction, we will charge an Overdraft Fee. However, if we pay an overdraft on an ATM item or a debit card item, we will charge this fee only if you have provided us with your affirmative consent to pay overdrafts on such items. If you have not provided your affirmative consent regarding these ATM card or debit card items, then we will decline to pay the item, but at no cost to you.
- If we return the item such as a check (including other items using your checking account number), an online or automatic bill payment or a preauthorized debit item, we will charge a Returned Item Fee.

Personal Deposit Account Agreement

We may impose a fee for each such item that we return or pay. As a result, more than one fee may be imposed on you each day, depending upon the number of such items that we return or pay, up to a maximum number of Overdraft Fees and/or Returned Item Fees as described in the Personal Account Fees and Features Guide.

If your account remains overdrawn, starting a specific number of business days after your account goes into overdraft status, we will charge a daily Sustained Overdraft Fee for a given number of consecutive business days. However, we will not charge this fee if your account is overdrawn solely because of an overdraft on an ATM item or an everyday debit card item which we paid and you did not provide us with your affirmative consent to pay overdrafts on such items.

Please refer to the Personal Account Fees and Features Guide for information about the amount of the fees and how the fees are calculated for your account.

Your Responsibility to Repay Overdrafts

You are responsible for the full amount of any overdraft along with any fees that apply. You agree to promptly deposit sufficient available funds to cover any overdraft and related fees. You authorize us to use the money from any subsequent deposits to your account to pay any overdraft and related fees. Subsequent deposits include any federal or state benefit payments (including direct deposit of Social Security and Supplemental Security Income). You also agree to reimburse us for any Losses we suffer in collecting any overdrafts from you.

Overdraft Plans

If your account has an Overdraft Line of Credit, transactions that would create an overdraft on your account may be honored in accordance with our Overdraft Line of Credit Plan Agreement with you. In addition, your savings account may also be used to provide overdraft transfers to your checking account, if your savings account is eligible for this service as provided in the Personal Account Fees and Features Guide. Please refer to the agreements that govern these Overdraft Plans for the terms governing these services.

Check Imaging and Check Copies

Canceled Checks

We do not return canceled checks with your account statement. Your canceled checks will be destroyed as determined by us in accordance with applicable law. You agree that by maintaining electronic copies or images of the original check or a substitute check on your behalf, we have made the check available to you in a reasonable manner.

Availability of Copies

Copies of checks are available for seven years from the date they are posted to your account. You may request a copy of any canceled check or substitute check. A service charge may be imposed for each copy, as provided in the Personal Account Fees and Features Guide. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than (1) the face amount of the check or your loss, whichever is less, or (2) the amount specified by federal law, if your request concerns a substitute check. For Massachusetts customers, if you request a canceled check, we will provide you up to 25 canceled checks or copies of such checks each calendar year without charge.

At your request, we may provide you with copies of statements, deposit and withdrawal slips or other account records and conduct research on your account. Fees for account research and the production of account records are set forth in the Personal Account Fees and Features Guide. They are payable upon request at the teller window or may be deducted from your account without prior notice to you.

Checking Sub-accounts

For regulatory and accounting purposes, your checking account is divided into two sub-accounts: a checking sub-account and a savings sub-account. These sub-accounts are treated as a single account—your checking account—for purposes of minimum balance requirements, earning interest, fees and charges, access and information, etc. You do not have direct access to the savings sub-account.

Whenever your checking sub-account balance exceeds a threshold amount, we may transfer all funds in excess of that amount into the savings sub-account. We set the balance threshold and may change it at any time at our discretion. As transactions against your checking account reduce the checking sub-account balance below the threshold, we will transfer funds back into the checking sub-account from the savings sub-account. We may make up to six transfers from the savings sub-account into the checking sub-account per monthly statement period. Upon the sixth transfer in a monthly statement period, we will transfer the entire balance of the savings sub-account into the checking sub-account. We may repeat this process each monthly statement period.

Personal Deposit Account Agreement

Interest on Accounts

Interest Withholding

If your account pays interest, we may be required by applicable law to withhold a certain percentage of the interest credited to your account in the following circumstances:

- you do not furnish to us your correct Tax Identification Number (TIN), which may be your Social Security Number;
- the IRS informs us that you furnished us with an incorrect TIN;
- the IRS informs us that you are subject to backup withholding because you did not report all of your reportable interest and dividends on your tax return;
- you do not certify to us whether you are subject to backup withholding;
- you do not certify your TIN to us; or
- any other circumstances prescribed by applicable law which would require us to withhold interest.

If you do not have a TIN, you may apply for one by contacting your local IRS office. You may also contact your local IRS office if you would like additional information about interest withholding or other tax-related information. Our general policy and practice is we will not open an account without a TIN.

Certificate of Deposit (CD) Accounts

A CD is a deposit with us for a specified period of time. By opening a CD, you agree to keep the amount deposited (principal) in your account for a specified period of time.

Term

The term is the number of days, months or years you agree to leave your money in the account.

Maturity Date

The maturity date is the last day of your CD's term.

Automatically Renewable CD Accounts

Your CD account automatically renews at maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. We will set the interest rate on your renewing CD account at our discretion, and it may be different from the interest rate that we pay on other CD accounts of the same type, term and amount that are purchased on your maturity date. To determine your rate on renewal, please call the telephone number listed on your maturity notice on or after the maturity date.

At maturity, you will have a 10-calendar-day grace period in which you can withdraw funds from your account without penalty.

You may prevent renewal if you withdraw the funds in your CD account at maturity (or within the 10-calendar-day grace period) or if we receive written notice from you within the 10-calendar-day grace period. Written notice may be sent to:

Citizens Bank
CD Renewal Department
Operations Center
One Citizens Drive
Riverside, RI 02915-3000

Additional Deposits

You may not make additional deposits into your CD account before maturity.

Withdrawal of Interest

You can withdraw interest credited to your CD account before the maturity of your CD without bank penalty.

If the interest on your CD is compounded (interest earned is added to principal), the Annual Percentage Yield disclosed to you when you opened your CD assumes that interest will remain on deposit until maturity. A withdrawal of interest before maturity will reduce earnings.

Personal Deposit Account Agreement

Early Withdrawal of Principal and Penalties

You have agreed to keep the amount deposited in your account for the stated term of the CD. At our discretion, we may allow you to withdraw all or part of the amount deposited in your account at times other than during the grace period. If we permit you to make an early withdrawal, the withdrawal will be subject to applicable early withdrawal penalties. Please refer to Personal Account Fees and Features Guide for the early withdrawal penalties applicable to your CD.

We may waive these early withdrawal penalties in our sole discretion. In certain circumstances, such as the death or declared legal incompetence of a CD account holder, the law permits, and in some cases requires, the waiver of the early withdrawal penalty.

If your CD account balance falls below our required minimum opening deposit amount, we may, without prior notice to you, close your CD account and send you a bank check for the account balance to the address we have on file for you.

Linked Accounts

Linking accounts may provide you with certain relationship benefits such as avoiding some fees. Refer to our product information in the Personal Account Fees and Feature Guide to determine what accounts are eligible to be linked and what the benefits are from linking accounts.

Although certain types of accounts will be linked automatically, you must ask to have other types of accounts linked. You agree that information regarding your account may be made available to any other co-owner or co-signer on any of the accounts you have linked.

For those accounts for which you serve as trustee or custodian (fiduciary) and we permit you to link such accounts to your personal account, your personal account may receive a financial benefit, which could be a violation of your fiduciary duties. We are not responsible for your decision to link fiduciary and personal accounts. You should carefully consider this decision and consult with your legal advisor if necessary.

Lost, Stolen or Destroyed Passbooks

You agree to notify us as soon as possible if your passbook is lost, stolen or destroyed. We will close your account and issue you a replacement passbook only if you (or, if your account is a joint account, all joint account owners) (1) make a written application to us, (2) present us with identification and other documentation that we deem appropriate under the circumstances, (3) comply with all other applicable law, and (4) pay us a lost passbook fee which is disclosed in the Personal Account Fees and Features Guide. We may also require that you give us a surety bond or an indemnification agreement before we will agree to issue a replacement passbook to you. We will have no further liability to you for the original passbook upon the issuance of a replacement passbook.

Fees

Your account may be subject to monthly maintenance and transaction fees and other miscellaneous charges. All account fees and charges are disclosed in the Personal Account Fees and Features Guide. You agree that we may automatically deduct any such fees and charges from your account without prior notice to you.

Other Services

We may from time to time offer other services which you may use in connection with your account, if you request them. You will be subject to all of the terms of the agreements governing any other available services which you choose, including any additional related fees and charges.

Account Statements and Correspondence

Timing of Account Statements

We will send you a monthly, quarterly or annual statement depending on the type of accounts and services you have with us, as follows:

- Monthly statements are sent for your checking and money market accounts.
- Monthly statements are sent if you have combined multiple accounts onto a single consolidated statement. To have a single consolidated statement there must be at least one common account owner on all accounts. Combining accounts onto a single consolidated statement does not mean that the accounts are linked. Single consolidated statements are not available with eStatements. Passbook Savings paper statements cannot be combined with other account statements.
- Quarterly statements are sent for your statement Savings, Club Statement, Passbook Savings, Variable Rate Savings Individual Retirement Accounts (IRA) or Simplified Employer Pension Plan (SEP) accounts. In addition, if there are electronic transfers in a particular monthly cycle in a month in which you are not scheduled to receive a quarterly statement, then you will receive an interim statement for the month that the electronic transfer occurred.
- Annual fair market value statements are sent for your IRA and SEP accounts.

Personal Deposit Account Agreement

Unless applicable law provides otherwise, we may change the frequency of statements without providing notice to you of such change. Your statement and passbook will be your record of the balance, interest earned and transactions, if any, for your passbook savings account. We will record any transactions that were made to or from your passbook savings account in your passbook upon presentation of your passbook to us.

We will not send your account statement to you if it is unclaimed or undeliverable because (1) you provided us with inadequate delivery instructions, (2) did not notify us in writing of a change in address, or (3) your account is inactive and deemed abandoned under applicable law or our procedures. In each of these cases, for all purposes it will be considered as if we had made your statement available to you as of the statement date that was or would have been printed on your statement.

Your Responsibility to Review

You agree to carefully review your account statement or passbook and each transaction as soon as possible. If there are any errors or discrepancies, including without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within 30 calendar days after we send you or otherwise make available to you your account statement, unless otherwise required by applicable law. Otherwise, we will consider the information contained in your account statement correct. Subject to applicable law, you may not make any claim against us for transactions reflected on a statement (except electronic funds transfers) that you believe are incorrect, altered, forged, unauthorized or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you. You can write to us at:

Citizens Bank
Customer Service Center
P.O. Box 42001
Providence, RI 02940-2001.

Correspondence—Written

To the extent permitted under applicable law, any written correspondence you send to us will not be effective until received by us and we have had a reasonable time to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records. If your account is a joint account, any correspondence that we send to any one joint account owner at the address on our records for the joint account is considered notice to all joint account owners.

Correspondence—Electronic

If you have agreed to receive information or documents from us electronically (Electronic Records), the Electronic Records are sent by us, and received by you, when either (1) the Electronic Records are transmitted by us to an e-mail address you have given us for that purpose, or (2) the Electronic Records are posted to a website and an e-mail is transmitted by us to an e-mail address you have given us for that purpose notifying you that the Electronic Records are available for access. If you have agreed to receive information or documents from us electronically, you will notify us immediately if your e-mail address changes or you cancel your e-mail service. Until you give us notice, we may continue to send Electronic Records to the e-mail address we have on file for you.

Correspondence—Telephonic

You authorize us and our agents to contact you regarding your account at the current and any future telephone number that you provide to us, including the use of automated dialing equipment or artificial or pre-recorded voice or text messages, even if the number is for a cellular telephone or other wireless device and even if you will incur a cost from receiving such communications.

Change of Address

We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us of a change of address and we have had a reasonable opportunity to act on such notice. You agree to notify us if you change your address. You can do this at a branch office or by writing to us at:

Citizens Bank
Customer Service Center
P.O. Box 42001
Providence, RI 02940-2001

You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

Personal Deposit Account Agreement

Information about You and Your Account

Information You Give Us

You acknowledge and agree that any information you have or will provide to us is complete, true and accurate.

Request Additional Information

We may from time to time request additional information from you to protect your account and our systems from fraud or other problems. This information may include new specimen signatures and other information. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your account where the refusal is based on your failure to provide the signatures or documentation requested by us.

Credit Reports and Other Inquiries

You authorize us to request and obtain consumer reports from consumer reporting agencies and other information about you from third parties (including, without limitation, information concerning your employment, salary, assets, debts and references) that we believe is helpful to determine your eligibility to open or maintain any accounts or services, or for any other legitimate business purpose.

Disclosure of Information

Our privacy policy for consumers is described in our Privacy Disclosure Notice.

How Accounts Can Be Owned

Individual Account

If you establish an individual account, you are the sole owner of the account.

Joint Account

When two or more persons are listed as owners of a personal account, the account is a joint account and each owner is a co-owner or joint owner and will have equal authority and rights regarding the account. A joint account may not have more than three joint owners.

Joint and Several Liability

Each joint owner is jointly and severally (individually) liable on the joint account. Generally speaking, this means that this agreement is binding on all joint owners and we can enforce this agreement against each one individually or against the co-owners jointly. We can also seek repayment of (1) any amounts due to us in connection with your account or (2) any obligation of any joint account owner has with us from any one of the joint owners without having to seek repayment from all joint owners, to the extent permitted by applicable law.

Deposits, Withdrawals and Other Account Transactions

Any money deposited in your joint account is the property of each joint owner. At our discretion, we may (1) permit any joint owner to withdraw all or any part of the deposits to, and interest earned on, your joint account, (2) pay checks drawn on your joint account by any joint owner, or (3) honor any other request of any joint owner relating to your joint account, even if we do not have on record a signature card signed by the joint owner who signed the check or is seeking to withdraw or to take any other action on your joint account. We may, however, also refuse to do so.

We may follow instructions about your joint account from any joint owner, and may do so without any notice or liability to the other joint owner(s). If there is a dispute or joint owners provide us with conflicting instructions, we may place a hold on the account and refuse to pay all items or permit other transactions on the account until we receive a final court order or written instructions signed by all joint owners. Once your joint account is opened, a joint owner cannot remove another joint owner from the account. Any joint owner may, however, add another joint owner, add or remove any authorized signer other than a joint owner, or close the joint account by withdrawing all of the funds from the joint account.

For New York customers—we shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner, unless we receive written notice signed by any owner not to pay or deliver any joint deposit, or addition or accrual thereon. Even if we receive such written notice, we may not honor the notice because we have no contractual obligation to do so. Instead, after receiving such notice, we may require the written authorizations or releases from all joint owners before any further payments or deliveries.

Personal Deposit Account Agreement

Right of Survivorship (and Not as Tenants in Common)

We presume that any joint account established with us is a joint tenancy with right of survivorship, subject to applicable law, and not a tenancy in common. Generally speaking, this means that, upon the death of any joint owner, the account balance is owned by the surviving joint owners, subject to our right of reimbursement from the account and our right to setoff funds in the account. The estate of the deceased joint owner will have no rights to the account. We may, however, require the surviving joint owners to provide us with certain documentation satisfactory to us before we will release the remaining funds in a joint account. If more than one joint owner survives, they will own the account as joint tenants with right of survivorship, not as tenants in common.

For Connecticut customers—upon the death of a joint owner, the surviving joint owners may be required by applicable law to pay certain obligations of the deceased joint owner out of the deceased joint owner's interest in the joint account. The deceased joint owner's interest is calculated based on the number of joint owners before his/her death. For example, if there were two joint owners prior to one owner's death, the deceased joint owner has a 50% interest in the account for purposes of this paragraph.

Signatures and Endorsements

Each joint owner guarantees that the signature of each other joint owner is genuine. Each joint owner agrees to provide us with any missing endorsements when we ask.

We reserve the right to refuse to pay or honor checks and other orders of withdrawal signed by a joint account owner who has not signed the account's signature card. We may, in our sole discretion, convert your joint account into an individual account.

Each joint account owner agrees to indemnify and hold us harmless from and against Losses we may incur, or other harm arising from, or in any way relating to, establishing your joint account without having a signature card signed by another joint account owner.

If any joint account owner has not provided us with a signed signature card, your joint account may not qualify as a joint account (1) for purposes of federal deposit insurance coverage or (2) under applicable law concerning the inheritance or the transfer of property upon death.

Revocable Trust Account (commonly known as a Totten Trust Account)

Generally speaking, a revocable trust is an account established by you in your own name as trustee for the benefit of one or more designated beneficiaries, and is a tentative trust revocable at will. This means that you may withdraw all of the funds in the account for your own use at any time. (Connecticut, Massachusetts, New Hampshire and Vermont do not allow multiple beneficiaries.) We may, in our sole discretion, allow you to establish a revocable trust account without a formal trust document provided you give us the names and residential addresses of the account beneficiaries and any other documentation we may require from time to time.

If a revocable trust account is opened by two or more trustees, the trustees own the account jointly with a right of survivorship. Each trustee opening this account may (1) change the beneficiaries, (2) change the account type or (3) withdraw all or part of the account funds at any time. Deposits made to a revocable trust account will be credited to you as trustee for the benefit of the designated beneficiaries. We may make payments to you during your lifetime (or if there is more than one trustee, we may make payments to any trustee).

In the event of your death (or if there are multiple trustees, upon the death of the last surviving trustee) the funds on deposit will belong to the named beneficiary, unless this "trust" has been otherwise revoked by you pursuant to state law, so long as the beneficiary has not predeceased you and we have not received a court order directing us not to pay, or to pay someone else. Subject to our right of setoff and security interest, if there are multiple beneficiaries named, the account balance will be divided equally among those beneficiaries living at the date of your death or the death of the last surviving trustee. We may, at our option, pay the funds in the account by issuing a check naming all of the beneficiaries and giving the check to any one of the beneficiaries. We will treat the account as the sole property of the surviving trustees after the death of another trustee. If no beneficiary is living at the date of your death or the death of the surviving trustees, we shall pay such account balance to your estate or the estate of the surviving trustees. There is no right of survivorship between beneficiaries.

The money in the account will not be inherited by your heirs or controlled by your will. Certain state law restrictions may apply. You are solely responsible for complying with applicable law in establishing a revocable trust account. We make no representation that designating your account as a revocable trust is advisable. You should consult an attorney or other qualified estate planning professional before designating your account as a revocable trust account. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.

Formal Trust Account

We may, in our sole discretion, allow a trustee or the trustees of a formal written trust (other than a Totten Trust) to establish a trust account if all of the trust's beneficiaries are natural persons. In the case of such trust accounts, you agree to provide us with a certification of trust, the names and residential addresses of the account beneficiaries, and any other documentation in a form satisfactory to us.

Personal Deposit Account Agreement

You agree to hold us harmless from and against any actions that we, or any trustee, may take regarding the account in reliance on such certification or other documentation. We have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or applicable law. We will not be liable if any trustee exceeds his or her powers or does not comply with applicable law.

Transfers to Minors Account

You may make a gift of money under state law by opening an account in the name of the minor pursuant to the Uniform Gift to Minors Act (UGMA), Uniform Transfers to Minors Act (UTMA), or similar state law as applicable in the state in which we open your account, or, if we transfer your account to another location, where we currently maintain your account. To establish an UGMA or UTMA account, the minor's Social Security Number or Tax Identification Number must be provided.

If your account is opened under the UGMA or UTMA, the funds in the account belong to the minor you have named. You, as custodian, or the custodian you have named (or any successor custodian), must transfer any funds remaining in the UGMA or UTMA account to the minor or the minor's estate, as applicable, when the minor attains the age of majority or at such other time or under the circumstances prescribed by applicable law. The law of the state where the account is maintained determines when the minor reaches the age of majority. Before that time, you, as custodian, or the custodian you have named (or any successor custodian), have the right, subject to applicable law, to withdraw all the funds from the UGMA or UTMA account at any time for the use or benefit of the minor. We have no duty to monitor or ensure that the acts of any custodian are for the use or benefit of the minor or are otherwise permissible under applicable law, and we will not be liable if any custodian exceeds his or her powers prescribed under the UGMA or UTMA or does not comply with applicable law.

Retirement Accounts

If you open a retirement account with us, we are the custodian of any Individual Retirement Account (IRA) or Simplified Employer Pension Plan (SEP) Account. We are also the prototype sponsor of any SEP.

Assignment, Pledge or Transfer of Your Account

Your account is not negotiable and not transferable. Your savings account and CD account may be assigned or pledged by you only with our prior written consent (which we may withhold in our sole discretion) and upon receipt of any documentation we may require in a form satisfactory to us. We may, in our sole discretion, permit you to pledge your account as collateral for a loan made by us; however, you may not pledge your Individual Retirement Account (IRA) or Simplified Employer Pension Plan (SEP) Account as collateral for any loan.

This requirement of prior written consent does not apply to passbook savings accounts of Rhode Island customers.

Freezing Your Account

As part of our loss prevention program, when we suspect that irregular, unauthorized, fraudulent or illegal activities may be occurring in connection with your account, we may "freeze" (or place an ALL Funds hold on) the balance in your account (and in other accounts you maintain with us) pending an investigation of such suspected activities. If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we freeze your account without being liable to you. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible.

Closing Your Account

If You Want to Close Your Account

If you intend to close your account, you must advise us. Simply transferring all of the funds out of your account or reducing your account balance to \$0.00 is insufficient notice and will not exempt your account from fees. You may close your account at any time by visiting any of our branch offices or by writing to us at the branch where your account is maintained. In some cases you may be able to close your account by calling us. Any request to close your account will be effective only after we have received your request and we have had a reasonable time to act on such request.

We May Close Your Account

We may close an account at any time, without prior notice, such as where we, in our sole discretion, note any unusual or excessive patterns or activities including, without limitation, the use of the account in an illicit, exploitative, or abusive manner. If your account is closed by us, we may, in our sole discretion, either (1) send you a bank check for the final balance in your account by ordinary mail to your most recent address shown on our records or (2) transfer the balance to another account you maintain with us. Also, we may close your account if your account balance remains zero for seven or more days. If your account is overdrawn when we close it, you agree to pay promptly all amounts owed to us. We are not liable for any damages or liabilities resulting from the termination of an account relationship.

Personal Deposit Account Agreement

When a Closed Account May Be Automatically Reopened

Within 60 business days after an account is closed, the account may be automatically reopened if, after closing, we receive a subsequent credit to the account, a previously deposited item is returned to us unpaid, or a previously approved debit card transaction (including POS or ATM transactions) is presented to us. To avoid reactivation of a closed account, you should use best efforts to stop or prevent these transactions.

Legal Effect of Closing Your Account

We will not be liable to you for dishonoring any item drawn on or debited from your account and presented to us for payment after your account has been closed. For certain accounts, we may not pay you accrued interest if such interest has not been credited when you close your account. Refer to your Personal Account Fees and Feature Guide Interest Rate Information section to determine what accounts are subject to this treatment.

The closing of your account will not affect any of your or our rights and obligations which have arisen before the effective date of the closing of your account. This agreement will survive the closing of your account. After your account is closed, you are still responsible for the payment of any fees or charges incurred prior to or in connection with the closing of your account.

Abandoned Accounts

If you do not notify us of a change in your address, or if you do not use your account, your account may be presumed inactive or even abandoned after a certain period of time. Inactive accounts may be subject to service charges similar to those imposed on active accounts, and service charges may also be imposed on accounts presumed to be abandoned subject to applicable law. If your account is presumed to be abandoned, the remaining funds in the account will be turned over to the appropriate state in accordance with applicable law.

Rules when using your Debit Card/ATM Card and other Electronic Funds Transfer (EFT) Services

We may provide you with EFT services, including preauthorized credit (direct deposit) into your account, preauthorized transfers from your account, telephone transfers using the Contact Center (our automated telephone banking service), transfers using your Citizens Bank VISA® Debit Card (Debit card) or Citizens Bank ATM card (ATM card) and other EFT services described in this agreement. When we use the word Card, we mean either your debit card or ATM card.

Use of Debit Card/ATM Card and other EFT Services

You are eligible to use any of the EFT services described in this agreement if you designate and maintain a checking account as your primary account for these services (designated checking account). You may also designate your other eligible accounts for use with these services (designated account).

If your designated checking account is closed, we will stop processing any Card transactions and cancel your Card privileges.

The only type of EFT service available on club statement accounts is a preauthorized credit (direct deposit).

Debit Cards and ATM Cards

Personal Identification Number (PIN)

In order to access your account with your Card, you are provided with a personal PIN. Your Card and PIN are exclusively for your use. You are responsible for maintaining the confidentiality of the PIN. Never allow anyone else to use, borrow, or obtain the Card or PIN. If the Card and/or PIN are given to another person, you will be responsible for all transactions made by that person or anyone else to whom that person gives the Card and/or PIN. Notify us immediately if the Card is lost or stolen or is no longer secure.

Cards Issued for Joint Accounts

For your convenience, we may allow only one joint account owner to sign the Card application, and we may issue a Card and PIN to this joint account owner only. All joint account owners agree to indemnify and hold us harmless from and against our Losses, or other harm arising from, or in any way relating to the issuance of a Card to one of the joint account owners.

Ownership of Cards

Your Card remains our property. You may not transfer it to any other person. You must return your Card to us immediately upon our request. We have the right to take possession of your Card, to demand its return, and to cancel it at any time.

Using Your Card

Your Card or PIN identify and authenticate you to us when you perform Card transactions. You agree that we may rely on your Card or PIN (1) to identify you when you perform Card transactions that require the use of a PIN and (2) as your signature authorization for any Card transaction performed.

Personal Deposit Account Agreement

ATM Safety

For your safety when using an ATM, please remember the following tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when using an ATM at night.
- Refrain from displaying cash, and put it away as soon as your transaction is completed. Wait to count it at a secure location like a car or at home.
- Go to another ATM or return at a later time if you notice anything suspicious at the ATM.
- Report all crimes immediately to local law enforcement officials and/or the operator of the ATM.

Networks You May Use

You may use your Card and your PIN at any ATM displaying our name or at any ATM displaying the STARSM, PULSE[®], PLUS[®], AFFN, NYCE[®] and VISA[®] symbols and other electronic banking machines or devices that may be approved by us from time to time. You may also use your Debit Card wherever VISA is accepted.

Using the Contact Center for Debit Card/ATM Card or other EFTs

You may use your PIN and a touchtone telephone to access the Contact Center to initiate certain of the EFTs identified below. You must apply and be approved for this service in order to initiate EFTs to or from any of your designated accounts. You must comply with our security procedures (for example, identification) and the terms of this agreement. You do not need to apply for this service if you will not use this service to initiate EFTs to or from any of your designated accounts (for example, if you only check the balance of your designated accounts).

Types of Debit Card/ATM Card and EFT Transactions

We offer each of the Debit Card/ATM Card and EFTs described below. Some of the services (1) may not be available at all terminal locations or with all of your designated accounts or (2) may be limited by third parties. We employ security systems that may limit the use of your Card in circumstances where possible fraud or other problems are detected, particularly if your Card is used in a foreign country.

Cash Withdrawals

You may withdraw funds from any of your designated accounts at any ATM that we own or operate or at any ATM in a network in which we participate. ATMs that we do not own or operate may limit your ability to withdraw funds from your designated account.

POS (Point of Sale) Purchases

Debit Card or ATM Card POS Purchases and Cash Back (ATM Card on a Checking Account)

You may purchase goods and services and obtain cash back at merchants using your debit card or ATM card and PIN at merchants displaying either the, PLUS[®], PULSE[®], STARSM or VISA[®] symbols, and other electronic banking machines or devices that may be approved by us from time to time.

Debit Card POS Purchases

You may purchase and sign for goods and services with your debit card at POS terminals at merchants and other businesses that display the VISA[®] logo and have agreed to accept your debit card. For purchases processed by VISA, there is no cash back feature.

When you use your Card to make such a purchase or obtain cash back, you authorize us to debit and pay monies from your designated checking account for the total amount of the transaction as shown on any sales draft or withdrawal order originated by use of your Card, regardless of whether it is signed by you. We will process these sales drafts or withdrawal orders in the same way we handle checks, WITH THE EXCEPTION THAT YOU WILL HAVE NO RIGHT TO STOP PAYMENT.

We may require the merchant or bank that honors your Card to obtain prior authorization for any transaction over a certain dollar amount, which is set at our discretion and may be changed.

We reserve the right to place a hold on your designated checking account, any of your other designated accounts, or your other accounts with us based on authorizations prior to settlement (that is, the actual posting of the transactions to the account). This could result in an overdraft if sufficient funds are not available in your designated account to cover both the hold and any transactions, including checks, posted to your designated account.

Personal Deposit Account Agreement

Non-PIN Debit Card Hold Process

When you use your debit card without your PIN, the merchant may request an authorization from us. If we approve the request, we immediately deduct the authorized amount from your available balance through a “debit card authorization hold.” This debit card authorization hold remains on your account until we receive a final settlement request from the merchant or the expiration of three business days (which can be several calendar days), whichever occurs first. A “final settlement request” comes after the authorization request and is an instruction from the merchant to complete the transaction and deduct from your account the exact amount of your final purchase. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) estimate the authorization amount, which will result in a hold that may be less or greater than the exact amount of your final purchase. If we release a hold due to the expiration of three business days, your account will be debited if and when the transaction is presented for processing. Your available balance may appear larger than you might otherwise expect until the transaction is debited. This process could result in an overdraft if you do not have the required Available Balance to cover both the hold and any transactions, including checks, debited from your account.

It is your responsibility to avoid overdrawing your account by making sure that your account always contains sufficient available funds to cover all of your items.

Deposits

You may make deposits of cash or checks to your designated accounts at any ATM that we own or operate that accepts deposits.

Transfers

You may transfer funds between your designated accounts at any ATM that we own or operate that permits such transfers. ATMs that we do not own or operate may not permit you to transfer funds between your designated accounts. You may also transfer funds between your designated accounts by calling the Contact Center.

Loan Payments

You may make a payment on certain loans from us (including installment loans and lines of credit) at any ATM that we own or operate that accepts such payments by depositing a payment envelope in the ATM with cash, a check or a money order, or you can charge the payment to one of your designated accounts.

Preauthorized Payments

You may arrange to have a preauthorized debit (recurring payment) made from your designated account using your Card.

Balance Inquiries

You may check the balance of your designated accounts at any ATM that we own or operate and any other ATM that will make this information available to you. You may also obtain this information by calling the Contact Center.

Automated Clearing House Transactions

Under certain circumstances, you may authorize a merchant, other payee or a third party to initiate a one-time EFT from your designated account through an automated clearing house. For example, you can do this:

- by providing the merchant, other payee or third party with a blank, partially completed or fully completed and signed check drawn on your designated account to capture certain information, such as the routing, account and serial numbers; or
- by authorizing the merchant, other payee or third party to electronically debit your designated account for a returned check fee or other similar charge if you write a check on your designated account which is subsequently returned because there are insufficient funds in your designated account. We are not responsible if the merchant, other payee or third party does not notify you that a transaction will be processed as an EFT and a fee imposed for returned checks will be debited electronically from your designated account.

Availability of Funds for Debit Card/ATM Card and other EFTs

You agree that the amount of any debit card, ATM card or other EFT will not exceed the available balance in your designated account. If you have an Overdraft Line of Credit with us, the available balance includes the credit available to you under your Overdraft Line of Credit Plan Agreement, or if you have a savings account linked to provide Overdraft Plan transfers, the available balance includes available funds from your savings account to cover any overdrafts. We may, however, with your consent permit an EFT to create an overdraft on your designated account as provided in the Insufficient Funds, Overdraft and Returned Items section of this agreement and in so doing may charge to, and debit from, your designated account any fees that apply. Please refer to the Personal Account Fees and Features Guide for information about the amount of any applicable fees. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your designated account, the EFT or other service may not be completed and we will not notify you unless required by applicable law.

Personal Deposit Account Agreement

Charges for Debit Card/ATM Card and other EFT Services

You authorize us to charge and deduct from your designated accounts (or any other account that you maintain with us primarily for personal, family or household purposes, as necessary) any and all charges associated with or incurred in connection with the use of your Card or other EFT service we provide to you. These fees are disclosed in our Personal Account Fees and Features Guide.

Convenience Fees for use of other ATM machines

If you use an ATM or POS terminal not owned or operated by us, you may be charged a fee by that ATM or POS terminal owner or operator, as well as by any network used. You may be charged a fee by other parties as permitted by applicable law. You may be charged a fee for a balance inquiry even if you do not complete an EFT. These surcharges or convenience fees are paid to third persons and are beyond our control.

Limits on Types and Frequency

Savings and Money Market Accounts

The limitations on transfers and withdrawals stated in the “Withdrawal Limitations—Limits on Withdrawals from Savings Accounts and Money Market Accounts” section of this agreement apply to EFTs.

Passbook Savings Accounts

Passbook Savings accounts are not eligible for an ATM Card or Debit Card.

Cash Withdrawals

If you are authorized to make cash withdrawals with your Card, you can make an unlimited number of withdrawals from your designated accounts each calendar day, subject to any applicable dollar amount limitation and other limitations set forth in this agreement.

POS Purchases

If you are authorized to make POS purchases with your Card, you may make an unlimited number of POS purchases each calendar day, subject to any applicable dollar amount limitation and any other limitations set forth in this agreement.

Other Limits

For security reasons, there may be additional limitations on the number of EFTs which you may perform.

Limits on Dollar Amounts

Cash Withdrawals

If you are authorized to do so, you may use your Card to withdraw funds from your designated accounts. Your daily withdrawal limit will be disclosed to you when you receive your Card.

If you are a Massachusetts customer, you have the option to limit the total amount of cash withdrawals each day to \$50.

POS Purchases

You may use your Card to pay for purchases directly from your designated checking account at businesses that honor your Card. The dollar amount of POS transactions that you may conduct each day will be disclosed to you when you receive your Card.

Other Limits

For security reasons, there may be other limits on the dollar amount of EFTs you can perform.

Foreign Transactions on your Debit Card or ATM Card

Purchases and cash withdrawals made, processed or cleared in (1) a foreign country or (2) in foreign currencies will be charged a foreign transaction fee. You will be charged the foreign transaction fee even if the currency used is U.S. dollars. This includes, for example, transactions that are processed or cleared outside the United States and U.S. Territories as well as online or phone purchases from foreign merchants. When a foreign currency conversion occurs, your purchase or cash withdrawal will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with applicable network operating rules or other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over the exchange rate, the date or the place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network.

Your statement will detail your point of sale transactions and ATM transactions as two separate items: (1) the purchase or withdrawal amount and (2) the foreign transaction fee amount. The foreign transaction fee amount consists of (1) 2% transaction fee of any debit card purchase amount, non-PIN purchase amount or withdrawal amount and (2) any related network fees that may apply (either .8% or 1%).

Personal Deposit Account Agreement

No Refunds on Card Purchases

We will not make cash refunds or any other refund on purchases made with your Card. We will not be liable if a merchant refuses to honor your Card. You must handle any claim or defense for a purchase directly with the merchant or other business establishment that accepted or refused to accept your Card. You may not assert any dispute you may have with a merchant against us, for example, when you believe that the goods or services paid for with your Card were defective, not delivered or not as promised. Any dispute is solely between you and the merchant. If there is a dispute between you and the merchant, you must still pay the total amount of the purchase price plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your designated account when received by us.

Stopping Preauthorized Electronic Funds Payment (Recurring Payments)

General

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT. YOUR INITIATION OF CERTAIN EFTS FROM YOUR ACCOUNT WILL, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EFFECTIVELY ELIMINATE YOUR ABILITY TO STOP PAYMENT OF THE TRANSFER. HOWEVER, YOU CAN STOP PAYMENT ON PRE-AUTHORIZED DEBITS (RECURRING PAYMENTS) YOU HAVE AUTHORIZED MERCHANTS TO PROCESS.

Right and Procedure to Stop Preauthorized Debits (Recurring Payments)

If you have arranged Pre-authorized Debits (payments deducted automatically by a third party from your account on a recurring basis), you can stop any of these payments by calling us at 1-800-922-9999, 24 hours a day, 7 days a week, or writing to us at:

Citizens Bank
Electronic Banking Department
P.O. Box 42001
Providence, RI 02940-2001.

We must receive your request 3 business days or more before the payment is scheduled to be made. You should provide the existing preauthorized debit (recurring payment) information. If you call, we may also require that you confirm your request in writing within 14 calendar days.

Liability for Failure to Stop Payment of Preauthorized Debit (Recurring Payment)

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

Refusal to Pay a Preauthorized Debit (Recurring Payment)

If we refuse to make a preauthorized transfer because your designated account has insufficient funds to cover such transfer, we will mail or deliver to you, on or before the next business day, notice of our refusal to pay the transfer.

Documentation of Debit Card/ATM Card or other EFTs

Terminal Transfers

You can get a receipt at the time you make any transfer to or from your designated account using one of our ATMs or a POS terminal, unless, for some reason, the ATM or POS terminal is not working properly.

Preauthorized Credits (Direct Deposits)

If you have arranged to have direct deposits made to your designated account at least once every 60 calendar days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may also call us at 1-800-922-9999 to find out whether or not the deposit has been made.

Periodic Statements

Except as otherwise provided in this agreement, you will receive a monthly statement for your designated accounts to or from which there has been a transfer.

Personal Deposit Account Agreement

Club Statement Accounts

The only type of EFT service available on club statement accounts is a preauthorized credit (direct deposit).

Contact Center

For transactions initiated using the Contact Center, you will hear a confirmation of the amount you entered and the designated accounts to and from which the amount will be transferred. If you confirm the transaction, you will be prompted to verify the accuracy of the transaction information in order to complete your transfer.

Evidence of Transfer

Any documentation provided to you which indicates that an EFT was made will be admissible as evidence of such transfer and will constitute prima facie proof that the transfer was made.

Your Liability if a Debit Card or ATM Card is Lost or Stolen

General

Tell us AT ONCE if you believe (1) your Card or PIN, or both, has been lost, stolen or used (or may be used) or (2) that an EFT has been made with your Card, PIN or information from your check without your permission. Telephoning is the best and fastest way of keeping your possible losses to a minimum.

Massachusetts Customers

If you are a Massachusetts customer, you can lose no more than \$50 if you do not give us notice of a lost or stolen Card or a disclosed PIN and someone uses your Card or PIN without your permission.

Customers Other than Massachusetts Customers

You could lose all of the money in your account (including any amount available in a linked Overdraft Line of Credit or savings account linked for Overdraft Plan transfers) if your Card or PIN, or both, or other information has been lost, stolen or used without your permission.

- If you believe your Card or PIN has been lost, stolen or used, and you tell us within two business days after you learn of the loss, theft or use, you can lose no more than \$50 if someone used your Card or PIN without your permission.
- If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped the unauthorized transaction if you had told us, you could lose as much as \$500.
- If your statement shows an electronic funds transfers you did not make, tell us at once. If you do not tell us within 60 calendar days after the statement was sent to you, you may not get back any money you lost after the 60 calendar days if we can prove we could have prevented the transaction if you had told us in time.

If a good reason (such as extended travel or illness) kept you from telling us, we will extend these time periods for a reasonable amount of time.

Additional Limits on Liability for Debit Card POS Transactions

You will not be liable for any unauthorized transactions using your debit card, when used for POS transactions, if:

- you can demonstrate that you have exercised reasonable care in safeguarding your Card from the risk of loss or theft;
- you have not reported to us two or more incidents of unauthorized use within the prior 12-month period; and
- your account is in good standing.

If any of these conditions is not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

Unauthorized use means use of your debit card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.

This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by VISA.

Personal Deposit Account Agreement

Contact in the Event of Unauthorized Debit Card/ATM Card Transaction

If you believe that your Card or PIN, or both, has been lost or stolen or that someone has authorized or may authorize an EFT from your designated account without your permission, you can call us at 1-800-922-9999, or write to us at:

Citizens Bank
Electronic Banking Department
P.O. Box 42001
Providence, RI 02940-2001.

You should also call this number or write to this address if you believe an EFT has been made using the information from your check without your permission.

Our Liability on Debit Card/ATM Card or other EFTs

If we do not complete a transfer to or from your designated 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 designated account to make the transfer;
- the transfer will exceed the credit limit on your Overdraft Line of Credit with us (if applicable);
- the ATM or other electronic banking terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- circumstances beyond our control, such as fire, power outage or flood, prevent the transfer, despite reasonable precautions;
- the funds in your designated account are subject to legal process or other encumbrance restricting a transfer of funds from that account;
- your Card or PIN has been reported lost or stolen or we have reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purposes;
- you or we have terminated this agreement;
- your PIN or Card has been canceled or your designated account has been closed; or
- the ATM or other electronic banking terminal or system where you are making the transfer does not have enough cash.

There may be other exceptions stated elsewhere in this agreement.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

Subpart B of the Consumer Financial Protection Bureau's Regulation E, which became effective on October 28, 2013, creates a comprehensive consumer protection regime for a subset of EFTs, remittance transfers, which broadly defined are EFTs initiated by consumers located in the U.S. to recipients located outside of the U.S. In all cases where a statement or reference in your Personal Deposit Account Agreement as to your rights or our liability with respect to remittance transfers are inconsistent with the provisions of Subpart B of Regulation E, the provisions of Subpart B of Regulation E shall govern. For more information about your rights under Subpart B of Regulation E, you can contact the Consumer Financial Protection Bureau at 1-855-411-2372, 1-855-729-2372 (TTY/TDD) or consumerfinance.gov.

Disclosure of Account Information to Third Parties

You authorize us to share information about you and your account with affiliates and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

In Case of Errors or Questions about Your Debit Card/ATM Card or EFT

If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, telephone us at once at 1-800-922-9999, or write to us as soon as possible at:

Citizens Bank
Electronic Banking Department
P.O. Box 42001
Providence, RI 02940-2001.

We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and designated account number, if any.
- 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 and, if possible, the date it appeared on your statement or receipt.
- It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us.

Personal Deposit Account Agreement

We will tell you the results of our investigation within 10 business days following the date you notified us, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your designated account within 10 business days following the date you notified us for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally recredit your designated account.

For errors involving new accounts, POS or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. Also, for new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For purposes of this paragraph, your account is considered a “new account” for the first 30 calendar days after the first deposit is made.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) and there is no agreement between us and the third party for the type of transaction involved, our investigation may be limited to a review of our own records. If we decide that there was no error, you may contact such third party to pursue the matter further.

Termination of Your Use of Debit Card/ATM Card or other EFT Services

We reserve the right to terminate your use of our EFT services for any reason and at any time without notifying you. You also have the right to terminate your use of your Card, PIN or the EFT services described in this agreement at any time by calling us at 1-800-922-9999, at any time during our normal business hours, or writing to us at:

Citizens Bank
Electronic Banking Department
P.O. Box 42001
Providence, RI 02940-2001

If you call, we may require you to put your request in writing and get it to us within 10 calendar days after you call. In any event, you must return your Card to us. Otherwise, if you attempt to use your Card after your use of our EFT services are terminated, your Card may be retained. If you terminate your use of our EFT services and you have arranged for preauthorized transfers involving third parties, you are required to inform any third parties that the transfers will cease.

Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this agreement which have arisen prior to such termination. Further, if we allow the completion of an EFT after the termination of EFT services, this will not alter your or our rights and obligations under the terms of this agreement with respect to that EFT.

What if I have Legal Questions?

Arbitration Agreement

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

Special Definition of “We,” “Us” and “Our”

Solely for purposes of this Arbitration Agreement, the terms “we,” “us” and “our,” in addition to the meanings set forth in this Personal Deposit Account Agreement (the “Account Agreement”), also refer to our employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, successors and assigns.

Personal Deposit Account Agreement

Binding Arbitration

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Account Agreement (including any renewals, extensions, addendums or modifications) or the deposit relationship between us. It includes any disagreement relating in any way to services, accounts or any other matters; to your use of any of our banking facilities; or to any means you may use to access your account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this arbitration agreement.

TRIAL WAIVER

YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

As the sole exception to this arbitration agreement, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

CLASS ACTION AND CLASS ARIBITRATION WAIVER

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

Arbitration Procedures

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: adr.org

JAMS
1-800-352-5267 (toll-free)
Website: jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at:

Citizens Bank
PO Box 6067
Providence, RI 02940-6067

If we initiate the arbitration, we will notify you in writing at your last known address in our file.

Personal Deposit Account Agreement

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction. You and we agree that in our relationship arising from this Account Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Arbitration Costs

The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is a justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by the Account Agreement, the forum's rules or applicable law.

Arbitration Award and Appeal

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Severability and Survival

If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver is non-severable and if it is deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be void and null. This Arbitration Agreement shall survive the closing of your account and the termination or modification of any relationship between us.

Notice and Cure; Special Payment

Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at:

Citizens Bank
PO Box 6067
Providence, RI 02940-6067

This is the sole and only method by which you can submit a Claim Notice. If (1) you submit a Claim Notice in accordance with this Paragraph on your own behalf and not on behalf of any other party; (2) you cooperate with us by promptly providing the information we reasonably request; (3) we refuse to provide you with the relief you request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$3,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$3,000 are not contemplated.

Personal Deposit Account Agreement

Collection Costs

You are liable for all amounts charged to your account, whether by offset, overdraft, lien or fees. If we take court action or commence an arbitration proceeding against you to collect such amounts, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and reasonable attorneys' fees, should we prevail in such court action or arbitration. In the case of a joint account, each account owner is jointly and severally liable for all amounts charged to the account regardless of which owner incurred the charges to the account.

Rights Preserved

This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

Right to Cancel or Opt Out of This Arbitration Agreement

You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration. To opt out of this Arbitration Agreement, you must send us written notice of your decision within forty-five (45) days of the opening of your account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Account Agreement. It should include your name, address, account name, account number and your signature and must be mailed to:

Citizens Bank
PO Box 6067
Providence, RI 02940-6067

This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Account Agreement and will not result in any adverse consequence to you or your account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this arbitration agreement in a timely and proper fashion.

Other Legal Matters

Resolving Disputes

Your account may become involved in an actual or potential claim, legal dispute, or legal process (for example, trustee process, attachment, levy or garnishment). For the purpose of this section we refer to such controversies or claims as disputes. In such instances, we may refuse to allow any transactions on your account until the claim is released or we are notified by the proper persons or authorities that the dispute has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a dispute even if such payment leaves insufficient available funds in your account to cover any outstanding checks drawn on your account.

We will not contest a dispute on your behalf. We may take action in connection with a dispute as we may determine to be appropriate under the circumstances without any liability, even if the dispute purports to affect the interests of less than all of the owners of a joint account. We will, to the extent required by applicable law, notify you in writing whenever we are notified of a dispute and place such restrictions on your account.

We may charge against or deduct from your account without prior notice to you, or otherwise bill you directly, an amount representing our expenses incurred in responding to or processing a dispute, including, without limitation, attorneys' fees and litigation costs, as permitted by applicable law. In addition, you agree that we may assess and debit from your account any applicable fees set forth in the Personal Account Fees and Features Guide that may be assessed as a result of the dispute in accordance with applicable law.

Right of Setoff

If you owe a debt, including a debt secured by real or personal property, to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt to the maximum extent permitted by applicable law. Debts include any charges and fees you owe. We may consider this agreement as your consent to our asserting our security interest or exercising our right of setoff should any laws governing your account require your consent.

If the debt is due or overdue, we may use the funds in any of your accounts to pay all or part of the debt. Except to the extent prohibited by applicable law, if your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. We may exercise our rights of setoff and security interest without recourse to other collateral, if any, and even if our action (1) causes you to lose interest, (2) have checks drawn on your account returned, (3) incur an early withdrawal penalty or (4) any other consequence. If we exercise our right of setoff, we will notify you to the extent required by applicable law.

Personal Deposit Account Agreement

Our right of setoff and our security interest may not apply to your account if:

- your account is an Individual Retirement Account (IRA) or Simplified Employer Pension Plan (SEP) Account;
- the debt is created under the terms of a credit card agreement, including amounts covered by your Overdraft Line of Credit with us if it can be accessed by an ATM or debit card issued by us; or
- the right of setoff or the granting or exercise of a security interest in your account is prohibited by applicable law.

If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, setoff or other equitable process (including, without limitation, any Social Security, Supplemental Security Income, veterans or other federal or state benefits), you agree to waive such exemption to the extent permitted by applicable law.

Our right of setoff does not apply to accounts of New York customers into which the direct deposit of Social Security or Supplemental Security Income is made.

Limitation of Liability

Unless we have acted in bad faith, failed to exercise ordinary care, or are otherwise prohibited by applicable law, we will not be liable to you for performing (or failing to perform) our services under or in connection with this agreement. Without limiting the foregoing, we will not be liable for:

- delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply or malfunction of or unavoidable difficulties with our equipment; or
- any failure, refusal, or delay in executing the transmission or receipt of a payment order, money transfer, wire transfer, ACH transaction, electronic transmission or other customer transaction on your behalf or benefit, if such execution or fulfillment would result in the violation by us of any applicable rule, law, regulation, or order, or funds transfer system rule or policy, or a policy of ours or any of our affiliates, whether foreign or domestic.

If a court finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this agreement during the six-month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by applicable law. **IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

Indemnification

You agree to indemnify and hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from and against Losses arising in connection with the services provided under this agreement, except for Losses arising out of our own gross negligence or willful misconduct. You further agree to hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We are not responsible for any actions or omissions by any third party.

If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. We are under no obligation to follow, and we will not be liable to you if we choose not to follow, such instructions. If we do, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

Reimbursement for Losses

If we take any action to collect your debt or other amounts you owe us under this agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our Losses, to the extent permitted by applicable law. We may charge your account for our Losses without prior notice to you.

Records as Evidence

If we go to court for any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under this agreement, and such copy, printout, microfilm, microfiche or electronic version will be deemed as valid as the original document.

Personal Deposit Account Agreement

No Waiver of Agreement

No delay or waiver by us of any power, right, remedy or obligation under or in connection with this agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

Changes to Agreement

We may, in our sole discretion, change any term or condition of this agreement, including any fees and features of your account, at any time. Any such change will generally be effective immediately without notice to you unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately after we have provided you with the required advance written notice following the effective date stated in such notice. If any required advance notice is returned to us as undeliverable because of a change in your address about which you have not notified us in writing or for any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this agreement in accordance with the terms of this agreement. You will be deemed to accept any changes to this agreement if you continue to maintain or use your account after the effective date of any changes. This agreement may not be amended or modified orally.

Enforceability of Agreement

If there is a conflict between this agreement and applicable law, despite anything in this agreement that may state otherwise, this agreement will be considered changed to the extent necessary to comply with the law. If any provision of this agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered part of this agreement. All other provisions of this agreement will, however, remain in full force and effect.

Your Instructions

In our sole discretion, we may follow your instructions concerning your account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you.

Governing Law

Your account is governed by federal law and, to the extent not preempted by federal law, the law of the state where we open your account, or, if we transfer your account to another location, where we currently maintain your account (without regard to choice of law provisions).

Your Successors

This agreement will be binding on your personal representatives, executors, administrators, and successors.

Section Headings

The headings in this agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this agreement.

Substitute Checks and Your Rights under the Check 21 Act

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

What is a substitute check?

To make check processing faster, Federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

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

Personal Deposit Account Agreement

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Citizens Bank
Customer Adjustments Department ROP120
One Citizens Drive
Riverside, RI 02915.

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

Your claim must include:

- a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- an estimate of the amount of your loss;
- an explanation of why production of the original check or a better copy of the original check is necessary to determine the validity of the charge to the consumer's account; and
- a copy of the substitute check or the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

For more information on the Check 21 Act, please call the Contact Center at 1-800-922-9999.

Personal Deposit Account Agreement

Thank you for banking with us.

1-800-922-9999
citizensbank.com

 **Citizens Bank**[®]

Addendum to Personal Deposit Disclosures

This addendum amends the Personal Deposit Account Agreement and the Personal Deposit Account Fees and Features Guide for Citizens Bank (a brand name of Citizens Bank, N.A. and Citizens Bank of Pennsylvania) which may be referred to herein as Citizens Bank. As used in this Addendum, the words “you” and “your” individually and collectively mean any and all account holder(s) maintaining an account with Citizens Bank and anyone else with the authority to deposit, withdraw, or exercise control over funds in the account; as well as any person, partnership, corporation, association, limited liability company or other business entity maintaining an account with Citizens Bank. The Deposit Disclosures provided to you at account opening are amended to include and incorporate by reference each section that is mentioned below.

The Following changes are applicable to BOTH the Citizens Bank of Pennsylvania Personal Deposit Account Agreement and the Citizens Bank of Pennsylvania Personal Deposit Account Fees and Features Guide: Name Change: Effective January 2, 2019, all references to “Citizens Bank of Pennsylvania” in your Personal Deposit Account Agreement and your Personal Deposit Account Fees and Features Guide shall be changed to “Citizens Bank, N.A.”

Telephone Number: If you have questions about the information in your Personal Deposit Account Agreement or your Personal Deposit Account Fees and Features Guide and your account was opened in PA or NJ, please continue to call us at 1-888-910-4100.

Changes Applicable to the Personal Deposit Account Fees and Features Guide

Checking Accounts

Student Checking available for sale.

	Student Checking
Who is eligible ¹	Individual at least 17 years of age or 16 years of age with parent or legal guardian. At least one owner on the account must be under 25 years of age at account opening.
Monthly maintenance fee ²	\$0 when at least one account owner is under 25 years of age; otherwise \$3.99
Minimum opening deposit	Any amount
How to avoid the monthly maintenance fee	The Monthly Maintenance Fee will be waived when at least one account owner is under 25 years of age based on the date of birth on file.
Debit/ATM card	Yes
Interest	Does not apply
Statement Delivery Options	This account is available with your choice of statement at no additional cost. You may choose to receive a Paper Statement, Paper Statement with check images, or Paperless eStatement (requires Online Banking).
	If you elect to receive paper statements, you can combine multiple accounts to receive a single combined statement each month, which may avoid multiple statement fees. <ul style="list-style-type: none"> You can combine checking (including check images), savings, money market, and Certificates of Deposit (CDs, IRA, IRA CDs, SEP CDs, and Coverdell ESA). Combined statements are not available for Paperless eStatements through Online Banking.
Overdraft Choices	You can set up an Overdraft Plan from a Savings account or Line of Credit to help prevent overdrafts, and also select how you want ATM and debit card transactions that overdraw your account to be handled by the bank’s Debit Card Overdraft Coverage. Please refer to the complete Overdraft Choices section in the Fees and Features Guide for further information.
Waived Fees	Unlimited ATM transactions at other banks’ ATMs with no fee from us. ATM owner may charge you additional fees.
	Paper Statement or Paper Statement with check images fee
	Checks - No fee for our Exclusive Design style with standard delivery

¹ You must be at least 16 years old to establish a checking account with us for which you are a joint owner with a parent or guardian. Individuals younger than 16 years old may not establish or be an owner of a checking account.

² The Monthly Maintenance Fee on your checking account is applied on the last day of the statement period. The number of days in the statement period will vary.

Green Savings® Account renaming Effective November 3, 2019. The Green Savings account is renamed One Deposit Savings from Citizens Bank™ and each occurrence of the product name “Green Savings” shall be replaced by the name “One Deposit Savings from Citizens Bank” in the Personal Deposit Account Agreement and the Personal Deposit Account Fees and Features Guide.

One Deposit Checking from Citizens Bank®, Account Pricing Effective November 3, 2019, page 3. The following is deleted in the “How to avoid the monthly maintenance fee” section: OR upon request, the bank will waive the monthly fee for (1) One Deposit Checking account if you are under 18 based on the date of birth on file. Personal accounts only.

Citizens Bank Platinum Checking® page 5, Citizens Bank Platinum Plus Checking® page 7, Premier Checking with Interest page 9, Premier Plus Checking with Interest page 11 and Private Checking with Interest page 13

The following is added to each of the “Relationship pricing and linked accounts sections”:

Citizens Access¹ accounts cannot be combined with or linked to Citizens Bank accounts for relationship pricing benefits on any Citizens Bank checking account.

Citizens Bank Platinum Plus Checking® page 7, Premier Plus Checking with Interest page 11 and Private Checking with Interest page 13

In the section “How to avoid monthly maintenance fee”, the first bullet is replaced with:

- Waived with a \$25,000 monthly combined deposit and investment balance across your linked accounts; AND either \$5,000 total deposits posted to the primary checking account before the end of your statement period (deposits do not include internal transfers made through our branches, ATMs, online and mobile banking or telephone banking) OR \$10,000 average daily checking balance.

Premier Checking with Interest, Waived fees, page 10

Replace first row with: “Unlimited ATM transactions at other banks’ ATMs with no fee from us. ATM owner may charge you additional fees.”

Premier Plus Checking with Interest, Waived fees, page 12

Replace first row with: “Unlimited ATM transactions at other banks’ ATMs with no fee from us. ATM owner may charge you additional fees.”

Private Checking with Interest, page 14, Private Savings page 22 and Private Money Market page 32

Product pages are amended by adding a new section labeled Private Wealth Outgoing Wire Fee (Officer Assisted)- \$25 per transaction.

Note: Each calendar year, the first 10 wire fees are waived with a \$1 million monthly combined deposit and investment balances across your linked accounts for the prior quarter’s statements.

Debit Card, page 15

In the section labeled “Fee for using other Bank’s ATM machine” the first sentence is amended to read “ \$3 For each withdrawal, transfer, balance inquiry and mini statement (where available) when using another ATM.”

Effective August 21, 2017, the debit card daily ATM limit will be \$500 and the debit card daily Point of Sale (POS) limit will be \$5,000. Exceptions: Minors, Non-Resident Alien, and Canadian customers will have the following daily limits: \$500 ATM withdrawals / \$500 Debit purchases. Platinum account customers will have the following daily limits: \$1,000 ATM withdrawals / \$10,000 Debit purchases.

The Foreign Transaction Fees section is replaced by the following:

Effective 10/05/2019, the Foreign Transaction fee for all debit card transactions made outside the United States and US territories will be 3%.

Footnote 1 is replaced with:

No fee from us for the first 4 ATM transactions per statement period at other banks’ ATMs for Citizens Bank Platinum Checking®, Citizens Bank Platinum Saving®, Citizens Bank Platinum Money Market®, Citizens Bank Platinum Plus Checking®, Citizens Bank Platinum Plus Savings® and Citizens Bank Platinum Plus Money Market® accounts. Unlimited transactions per statement period at other banks’ ATMs with no fee from us for Premier Checking with Interest, Premier Savings, Premier Money Market, Premier Plus Checking with Interest, Premier Plus Savings, Premier Plus Money Market, Private Checking with Interest, Private Savings, Private Money Market and Student Checking accounts. ATM owner may charge you additional fees.

Overdraft Choices®, page 16

In the section labeled Overdraft Line of Credit, the following information, “Interest on outstanding balances” is replaced with “21% Annual Percentage Rate (APR) on outstanding balances.”

Green Savings®, Account Pricing Effective November 3, 2019.

Green Savings page 17, the “How to avoid monthly maintenance fee” section is deleted and replaced with:

The Monthly Maintenance Fee will be waived if at least 1 deposit is posted to your account before the end of your monthly maintenance fee period OR a \$200 minimum daily balance is maintained in your account. To find your next monthly maintenance fee period, refer to your most recent statement. Account will automatically receive a fee waiver on the first 4 monthly maintenance fees. The bank will waive the monthly maintenance fee if you are under 18 or 65 or older and provide us with your date of birth.

Green Savings, page 18, Footnote 2 is replaced with: 2. When a Monthly Maintenance Fee is applied to your account, it is applied on the last day of the statement period. The number of days in the statement period will vary. If you receive a quarterly statement, please note that we calculate and apply these fees to each monthly period in the quarter.

Passbook Savings page 17, Club Statement page 19 and Citizens Bank HomeBuyer Savings® page 25

These savings products are no longer available for sale.

Account transaction limit section, page 17 Green Savings and Passbook, page 20 Platinum and Platinum Plus Savings, page 21 Premier and Premier Plus Savings, page 22 Private Savings, page 24 CollegeSaver, and page 26 HomeBuyer Savings, replace 2nd sentence with “Reg D limits certain types of transactions to no more than 6 per calendar month, including: telephone transfers, online transfers, overdraft transfers, automatic interest transfers from the savings account, any preauthorized or automatic debits, preauthorized transfers and outgoing wire transfers.”

Maturity date section of page 27

Delete “(except a Premium Linked CD Account)” from 2nd sentence.

Early withdrawal penalty section of page 28

Add bullet under Breakable CD column: Withdrawals made prior to the 7th day of account opening of a Breakable CD will be charged a penalty.

Account transaction limit section, page 29 Personal Money Market, page 30 Citizens Bank Platinum and Citizens Bank Platinum Plus Money Market, page 31 Premier and Premier Plus Money Market and page 32 Private Money Market, replace 3rd sentence with “Limited transactions include: telephone transfers, online transfers, automatic interest transfers from the money market account, preauthorized or automatic debits, preauthorized transfers and outgoing wire transfers.”

Excessive transaction fee section, Personal Money Market page 29, Citizens Bank Platinum and Citizens Bank Platinum Plus Money Market page 30, Premier and Premier Plus Money Market page 31 and Private Money Market page 32

This section is deleted and replaced with: \$15 fee for each limited transaction over 6 and/or each check, debit card transaction, or similar order to a third party over 3 per statement cycle.

Other Services and Fees, Wire Transfer section page 33

Delete Outgoing (officer assisted) \$100 per transaction.

Other Services and Fees, page 33

The first fee line of Copy of Item is replaced with “\$5 any document other than statement”

Other Services and Fees, page 33, also Platinum Checking, page 6, Platinum Plus Checking, page 8, Premier Checking with Interest, page 10, Premier Plus Checking with Interest, page 12, Private Checking with Interest, page 14

Effective January 1, 2017, all references to Travelers Cheques and American Express Gift Cheques®, including pricing and pricing discounts, are removed.

Other Services and Fees, page 34

“Dormant Account Fees section”

“Inactive Account Processing⁶..... After 2 years, in addition to dormant fees, \$50” is replaced with:
“Escheatment Servicing Fee⁶.... \$50.00 or remaining account balance, whichever is less”

The Note: “These fees do not apply if you maintain an active banking relationship on any other account on which you are the primary signer, or maintain an outstanding loan or line of credit, or CD. “ is replaced with, “These fees do not apply if you maintain an active banking relationship on any other deposit account on which you are the primary signer.”

Footnote 6 is replaced with:

6. Checking Dormant Account Fee will be assessed on your checking account if there is no transaction activity by account owner(s) for **one year or more**; thereafter, each month with no transaction activity. **Money Market and Savings Dormant Account Fee will be assessed** if there is no transaction activity by account owner(s) for **two years or more**; thereafter, each month with no transaction activity. **Escheatment Servicing Fee** is assessed for the servicing of accounts that qualify for escheatment (delivery of funds to the state of the account’s address on file). An account qualifies for escheatment when it has been inactive for the period of time specified under state law to be considered abandoned. This fee is not imposed on accounts that qualify for escheatment in New Jersey and Connecticut.

Interest Rate Information, What happens if you close your account?, page 35

The answer in this section is deleted in its entirety and replaced with the following: If you close an interest-bearing checking, savings, money market or CD account before interest is credited, you will receive the accrued interest.

Changes Applicable to the Personal Deposit Account Agreement

Definitions, page 4

The definition of Business Day is amended by changing the term “legal holiday” to “federal holiday.” “Business day”: any week day other than a Saturday, Sunday or federal holiday. You can call us for the listing.

The definition of Overdraft is amended by changing “enough money” to “available balance.” Overdraft: occurs when you do not have sufficient available balance in your account to cover an item, but the bank pays on your behalf.

Deposits to your Account, page 6

You may make a deposit into your account in person at any of our branch offices, by mail, or by any other method we make available, such as at any of our automated teller machines (ATMs). All deposits to your accounts, regardless of how made, are subject to verification, final payment and our Funds Availability disclosure. We may require a completed deposit slip or other such documentation to accompany your deposit.

Deposit Slips and Error Correction

This section is deleted and replaced with the following:

In those limited circumstances where deposit slips are required to be used when making a deposit consisting of checks, image replacement documents or other negotiable instruments, when we accept your deposits we may provisionally credit your account for the amount declared on your deposit slip and later verify the accuracy of that amount, though we reserve the right not to do so in every case. You must ensure that the amounts declared on your deposit slip are correct, even if you did not prepare the deposit. If later we determine that the amounts declared on the deposit slip are incorrect, and the amount of the error in completing the deposit is \$5.00 or more, we will adjust (debit or credit) your account. We may make the adjustment without prior notice to you and the amount of your deposit (including any adjustment) will appear on your account statement. However, if the error in completing the deposit slip is less than \$5.00, then following additional review, we may determine not to adjust the deposit. This means that if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property.

With respect to credits to your account consisting of electronic credits received through an automated clearing house or the funds transfer system of the Federal Reserve Banks (each an ACH Credit) we may provisionally credit your account with respect to such ACH Credit subject to receipt of final settlement for such ACH Credit through such automated clearing house or a Federal Reserve bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount provisionally credited to you in connection with such ACH Credit, and the party making payment to you via such ACH Credit (i.e., the Originator of the ACH Credit) shall not be deemed to have paid you in the amount of such ACH Credit.

Under the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and/or the regulations of the Board of Governors of the Federal Reserve system, and the operating circulars of the Federal Reserve Banks, which are applicable to ACH Credit transactions involving your account, we are not required to give next day notice to you of receipt of an ACH Credit and we will not do so. However, we will notify you of the receipt of ACH Credits in the periodic statements of account we provide to you.

Our Rules for Certain Deposit Items, Depositing Foreign Items and Other Non-Routine Items, page 7

The following paragraph is added to the end of this section:

Any transaction we conduct for you in a foreign currency, such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches, will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

Funds Availability Disclosure

Special Rules, page 7

Effective November 1, 2018, the paragraph is deleted in its entirety and replaced by the following substitute paragraph:

Special Rules: Longer delays may apply based on items deposited, account history or if you have recently opened your account with us. If there is a delay, due to non-Citizens Bank check deposits, the first \$200 of your total daily deposits will be available the next business day.

Business Day, page 8

This section is deleted in its entirety and replaced with the following substitute paragraph:

Business Day: A business day is any day other than a Saturday, Sunday or federal holiday. From opening to close, our branches operate on a single business day. Deposits and transfers made on a business day at a branch, deposits by 10:00 pm local time at an ATM, deposits by 10:00 pm Eastern Time through Mobile Deposit, transfers by 7:30 pm Eastern Time at an ATM or transfers by 11:30 pm Eastern Time in Online Banking or Telephone Banking, are posted to your account the same business day. Deposits and transfers made after these times or on non-business days will be posted to your account on the next business day.

Special Rules for New Accounts, page 8

This section is deleted in its entirety and replaced with the following substitute paragraph: If you are a new customer, the following special rules will apply during the first 27 days your account is open. If the 27th day does not fall on a business day, these special rules will apply through the first business day after the 27th day. We may make the first \$200 of your deposits of items drawn on another bank available to you for withdrawal on the next business day after the day of your deposit. Funds from electronic direct deposits to your account, wire transfers and cash deposits made in person to one of our employees will be available on the same day we receive the deposit. Funds from deposits of cash 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 next 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, which can be obtained upon request at any branch). The excess over \$5,000 will be available on the fifth 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 deposits of checks drawn on any subsidiary bank of Citizens Financial Group, Inc. will be available on the second business day after the day of your deposit.

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

Posting Order

How Your Transactions Are Applied to Your Account, page 9

Effective February 6, 2017, the Posting Order chart is deleted in its entirety and replaced by the chart below:

<i>Posting Order</i>	<i>Transaction Type</i>	<i>How They Are Posted</i>
1st	<ul style="list-style-type: none"> Available deposits 	<ul style="list-style-type: none"> Deposits are credited (added) as soon as they are “available.” Availability varies depending on the type of deposit and where it was made. For more information when your deposits become available see our website at citizensbank.com/overdraftchoices or refer to this Personal Deposit Account Agreement.
2nd	<ul style="list-style-type: none"> Overdraft Fees and Returned Item Fees (per item charge if account is overdrawn) 	<ul style="list-style-type: none"> These withdrawals are processed in the order of highest-to-lowest dollar amount.
3rd	<ul style="list-style-type: none"> ATM withdrawals Debit card transactions Transactions executed by a teller in a branch (including cashed checks) Account transfers 	<ul style="list-style-type: none"> These withdrawals are all processed in the chronological order the transactions were conducted according to the date and time provided to us. As a result, your prior day transactions will post before your current day transactions. The time we receive items for posting may differ from the time shown on your receipt. Transactions without date and/or time will then be posted in the order of lowest-to-highest dollar amount.
4th	<ul style="list-style-type: none"> Checks (other than those cashed at the teller) ACH transactions Online Banking payments Preauthorized Debits (e.g., recurring monthly payments) 	<ul style="list-style-type: none"> These withdrawals are processed in the order of highest-to-lowest dollar amount.
5th	<ul style="list-style-type: none"> Miscellaneous adjustments (levies, deposit adjustments, garnishments, etc.) 	<ul style="list-style-type: none"> These withdrawals are processed in the order of lowest-to-highest dollar amount.
6th	<ul style="list-style-type: none"> Charges for services provided including Sustained Overdraft Fees, stop payment fees and research fees 	<ul style="list-style-type: none"> These withdrawals are processed in the order of lowest-to-highest dollar amount.
7th	<ul style="list-style-type: none"> System generated transactions such as monthly maintenance fees and finance charges 	<ul style="list-style-type: none"> These withdrawals are processed in the order generated by our system.

Withdrawal Limitations — Savings Accounts and Money Market Accounts, Our Right to Require Notice, page 11

The first paragraph is amended as follows: We reserve the right to require you to give us at least seven calendar days’ written notice before you withdraw money from your savings, money market, Variable Rate Savings Individual Retirement Accounts (IRA) or Simplified Employer Pension Plan (SEP) Accounts.

Insufficient Funds, Overdrafts and Returned Items — Overdraft Fee, Returned Item Fee and Sustained Overdraft Fee, page 14

The following sentence is added to the end of the second paragraph: If multiple attempts are made to submit a returned item for payment, multiple fees may be charged to you.

The third paragraph is deleted in its entirety and replaced with the following substitute paragraph: If your account remains overdrawn, starting a specific number of business days after your account goes into overdraft status, we will charge a Sustained Overdraft Fee for a given number of business days. However, we will not charge this fee if your account is overdrawn solely because of an overdraft on an ATM item or an everyday debit card item which we paid and you did not provide us with your affirmative consent to pay overdrafts on such items.

Account Statements and Correspondence, Correspondence — Telephonic, page 17

Replace current paragraph with the following: You authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including, regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future.

You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them.

Page 18 (Citizens Bank of PA) The first paragraph is amended to: Generally speaking, a revocable trust is an account established by you in your own name as trustee for the benefit of one or more designated beneficiaries and is a tentative trust revocable at will. Certain state law apply. This means that you may withdraw all of the funds in the account for your own use at any time. We may, in our sole discretion, allow you to establish a revocable trust account without a formal trust document provided you give us the names and residential addresses of the account beneficiaries and any other documentation we may require from time to time.

How Accounts Can Be Owned, Revocable Trust Account (commonly known as a Totten Trust Account), page 19 (Citizens Bank N.A.)

This section is deleted in its entirety and replaced with the following:

Informal Revocable Trust Account (commonly known as a Totten Trust Account)

Generally speaking, a revocable trust is an account established by you in your own name as trustee for the benefit of one or more designated beneficiaries, and is a tentative trust revocable at will. This means that you may withdraw all of the funds in the account for your own use at any time. We may, in our sole discretion, allow you to establish a revocable trust account without a formal trust document provided you give us the names and residential addresses of the account beneficiaries and any other documentation we may require from time to time.

If a revocable trust account is opened by two or more trustees, the trustees own the account jointly with a right of survivorship. Each trustee opening this account may (1) change the beneficiaries, (2) change the account type or (3) withdraw all or part of the account funds at any time. Deposits made to a revocable trust account will be credited to you as trustee for the benefit of the designated beneficiaries. We may make payments to you during your lifetime (or if there is more than one trustee, we may make payments to any trustee).

In the event of your death (or if there are multiple trustees, upon the death of the last surviving trustee) the funds on deposit will belong to the named beneficiary, unless this “trust” has been otherwise revoked by you pursuant to state law, so long as the beneficiary has not predeceased you and we have not received a court order directing us not to pay, or to pay someone else. Subject to our right of set off and security interest, if there are multiple beneficiaries named, the account balance will be divided equally among those beneficiaries living at the date of your death or the death of the last surviving trustee. We may, at our option, pay the funds in the account by issuing a check naming all of the beneficiaries and giving the check to any one of the beneficiaries. We will treat the account as the sole property of the surviving trustees after the death of another trustee. If no beneficiary is living at the date of your death or the death of the surviving trustees, we shall pay such account balance to your estate or the estate of the surviving trustees. There is no right of survivorship between beneficiaries. The money in the account will not be inherited by your heirs or controlled by your will. Certain state law restrictions may apply. You are solely responsible for complying with applicable law in establishing a revocable trust account. We make no representation that designating your account as a revocable trust is advisable. You should consult an attorney or other qualified estate planning professional before designating your account as a revocable trust account. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.

Ownership of Cards, page 21

Replace the current paragraph with the following: Your Card remains our property. You may not transfer it to any other person. You must return your Card to us immediately upon our request. We have the right to take possession of your Card, to demand its return, and to cancel or reissue it at any time.

Deposits, page 23 (Citizens Bank of PA)

The 2nd sentence is deleted in its entirety.

Loan Payments, page 23

Replace the current paragraph with the following: Loan payments may not be made at ATMs we own or operate.

Preauthorized Payments, page 23

This section is amended by adding the following:

If you choose to store your debit card information with any third parties, we may also share updates to this information with these third parties (this only applies to third parties with whom you elect to share this information).

Not all third parties participate in this update service. So, to ensure your debit card information is updated timely to prevent missed recurring payments, you should also update your debit card information directly with the third parties.

Always remember that if you elect to share any account information with a third party, you are responsible for any transfer or payment that third party makes from your account, even if that third party exceeds your authorization, and for any other issues that arise with respect to your account and/or information contained in your account, by virtue of the fact that you shared your account information.

No Refunds on Card Purchases, page 25

The last sentence is amended to: Any merchant credit vouchers for returns or adjustments will be credited to your designated account when received by us but may not be available until the next business day.

What if I have Legal Questions?, page 28

The fourth paragraph below, related to the Military Lending Act, has been added to the Arbitration Agreement.

Arbitration Agreement

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

Notwithstanding anything to the contrary contained in this Arbitration Agreement, if you are a “covered borrower” as defined under the Military Lending Act, you will continue to retain the rights set forth above and disputes may only be decided by arbitration at your election.