



ACCESS

Deposit Account Agreement

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Welcome

1. Welcome to Your New Account

Thank you for opening your new account at Citizens Access. 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.

Citizens Access is a division of Citizens Bank, N.A. Deposits of Citizens Access and Citizens Bank, N.A. are combined and not separately insured for FDIC insurance purposes.

This guide is divided into three sections:

1. How Does My New Account Work
2. Rules when using Electronic Funds Transfer (EFT) Services
3. What if I have Legal Question

Of course, if you still have questions or would like clarification, just contact us at 1-888-201-6505 or by logging into your online account.

Our Agreement with You

This Deposit Account Agreement is the Agreement that governs each deposit account you have opened with us. This Agreement replaces all previous deposit account agreements. Please read it carefully and retain it for future reference. This Agreement refers to and includes the [Deposit Account Features Guide](#) and other disclosures, agreements and amendments that we may provide to you.

Terms

2. Explanation of Important Terms

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

“Account”: means any deposit account you have with us 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 weekday other than a Saturday, Sunday, or federal holiday.

“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.

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

“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, 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.

“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.

“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.

“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.

“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 Access and its successors and assigns.

“Withdrawal”: means an EFT transfer from your account, such as a preauthorized transfer, or a debit from your account in the form of a cashier’s check. Cash transactions are not permitted.

3. Opening a Deposit Account

When you open your account with us, you'll receive this Deposit Account Agreement ("Account Agreement"), which lists your rights and responsibilities and the rights and responsibilities of Citizens Access concerning your account. Regardless of terminology used or communications to the contrary, your Citizens Access account will not be deemed opened until you have successfully completed your new account application, we have approved your application, and you have accepted all required agreements and disclosures.

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

Citizens Access is a division of Citizens Bank, N.A. Deposits of Citizens Access and Citizens Bank, N.A. are combined and not separately insured for FDIC insurance purposes.

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

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

- The terms listed in this Account Agreement
- Information provided by us and you as part of your online account opening experience with Citizens Access
- [Deposit Account Features Guide](#)
- [Deposit Account Rate Sheet \(Savings and Certificate of Deposit\)](#)
- [Privacy Policy](#)
- [E-Sign Consent](#)
- [Online and Mobile Banking Terms and Conditions](#)
- Any accompanying amendments or riders to the above documents or materials

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

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

How you show us that you've agreed to these terms. During the account opening process, you will be provided an opportunity to accept the terms, together with the terms of our [Online and Mobile Banking Terms and Conditions Agreement](#).

Also, by maintaining an account with us, you continue to acknowledge that you have reviewed, understand, and agree to these terms as well as the terms of the items identified under "What your Account Agreement includes" above.

Withholding of Income Tax

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

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

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

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

4. Deposits To Your Account

We will not accept cash deposits or wire transfers. All deposits to your accounts, regardless of how made, are subject to verification, final payment, and our Funds Availability disclosure.

Deposit and Error Correction

In those circumstances where written instructions are required to be used when making a deposit consisting of checks, when we accept your deposits we may provisionally credit your account for the amount declared by your written instructions 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 in your written instructions are correct even if you did not prepare the deposit. If later we determine that the amounts declared in the written instructions are incorrect, 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. If you make a deposit that is not accompanied by written instructions telling us how or where it should be credited, we may apply it at our sole discretion to any deposit account that any account holder maintains with us.

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.

Endorsements

You must sign (endorse) a check that you deposit as set forth below. We may endorse any check that does not have an endorsement for you or treat the check as if you 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 endorsed it.

Endorsements 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. For check deposits, sign the back of your check and include the following information: (1) "For Deposit Only to Citizens Access" and (2) your deposit account number.

Our Rules for Certain Deposit Items

We will not accept cash deposits or wire transfers.

Depositing Foreign Items and Other Non-Routine Items

We will not accept checks that are drawn on a non-US bank or payable in a foreign currency or any other non-routine item.

Depositing Substitute Checks

We will not accept substitute checks for deposit.

Checks with Notation

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

International Payment Orders and Transfers

We may accept incoming international payment orders and transfers. Outbound international payment orders or other transfers are prohibited.

5. Funds Availability Policy

Please note that we do not accept wire transfers, cash deposits, or cash withdrawals from your accounts. The funds availability policy does not apply to checks drawn on banks located outside the United States or checks drawn in a foreign currency. 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

Same-Day Availability: Funds from electronic direct deposits originated from third parties to your account will be available on the Business Day we receive the deposit.

Next-Day Availability: Funds from the following deposits are available on the first Business Day after the day we receive the deposit by mail:

- U.S. Treasury checks
- On-us checks (including checks drawn on Citizens Bank, N.A.)

Second-Day Availability: For checks other than those identified above, we make funds from your check deposit available to you on the 2nd Business Day after the Business Day we receive your deposit by mail. The first \$275 of your deposit, however, will be available on the 1st Business Day after we receive your deposit by mail. In addition to other checks you deposit, this will include funds you deposit from the following checks (provided the check is made payable to you): state and local government checks, cashier's checks, certified checks, U.S. Postal money orders, Federal Reserve checks and Federal Home Loan Bank checks.

Four-Day Availability: Funds credited to your account as a result of ACH debits originated by you with us will generally be made available on the 4th Business Day after the Business Day of your deposit.

Mobile Deposits: For check deposits made using Mobile Deposit, the first \$275 of your deposit will be available on the 1st Business Day after we receive your deposit. Up to \$6,450 will generally be available on the 4th Business Day after the Business Day we receive your deposit. Any remaining amount over \$6,725 from your Mobile Deposit will generally be available on the 7th Business Day after the Business Day of your deposit.

Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Deposit. See also your [Online and Mobile Banking Terms and Conditions](#)

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open. Funds from electronic direct deposits to your account will be available on the same day we receive the deposit.

The first \$6,725 of funds from a mailed-in U.S. Treasury check will be available on the next Business Day after the deposit is received. The first \$6,725 from a mailed-in cashier's, certified, teller's and federal, state, and local government check will be available on the second Business Day after the deposit is received. The first \$6,725 of all other check types or electronically deposited checks will be available on the sixth Business Day after the day of your deposit is received.

The excess over \$6,725 will be available on the seventh Business Day after the day of your deposit for all check types.

Business Day

A Business Day is any day other than a Saturday, Sunday, or federal holiday. Mobile Deposits made by 8:00 PM Eastern Time are posted to your account the same Business Day. Deposits made after these times or on non-Business Days will be posted to your account on the next Business Day. In general, inbound transfers

(credits to your account) that you make online by 8:00 PM Eastern Time will be posted to your account on the next Business Day. Inbound transfers that you make after 8:00 PM Eastern Time or on non-Business Days will be posted to your account on the second Business Day. All transfers are subject to review and validation.

In general, outbound transfers (debits to your account) that you make online by 8:00 PM Eastern Time will be posted to your account on the same Business Day. Outbound transfers that you make after 8:00 PM Eastern Time or on non-Business Days will be posted to your account on the next Business Day. All transfers are subject to review and validation.

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.

Longer Delays May Apply

In some cases, we may not make all of the funds that you deposit by check available to you 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 \$275 of your deposits, however, may be available on the next business day after the day of your deposit.

In addition, funds you deposit by check will 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 \$6,725 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 7th Business Day after the day of your deposit. However, the first \$275 of these deposits may be available on the 1st Business Day after the day of your deposit.

Our Responsibility to Collect Deposits

When you deposit 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 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 Checks from Your Account

We have the right to charge back or otherwise deduct from your account any deposited 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.

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.

6. 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 that we have authorized but have not yet posted to your account.

7. Posting Order- How Your Transactions Are Applied to Your Account

We will generally post deposits, withdrawals and other debit transactions to your account in the order in which we receive them. The processing of some transactions may be delayed, for example, if a deposit is not yet “available” or the transaction requires additional authentication or information from you before it can be approved for posting. For more information on when your deposits become available refer to this Deposit Agreement. Transactions received after an applicable cutoff hour may be deemed received by us the following Business Day.

8. Withdrawals from Your Account

You may make withdrawals from your account up to the available balance in your account.

Authorized Account Signers

How we identify authorized signers

Your electronic account record identifies account owners who are authorized to make withdrawals, transfer funds, stop ACH payments, obtain other supporting services (e.g., electronic funds transfer services), and otherwise give us instructions regarding your account.

Your responsibilities for authorized signers

You agree that signatures (including electronic signatures) by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the instructions.

Our responsibilities for authorized signers

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

Identification Requirements

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

Withdrawal Limitations—Savings 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 any savings account.

Withdrawal Limitations—Certificates of Deposit

Time deposits may be subject to penalties for early withdrawal by you or early closure by us (see your [Deposit Account Features Guide](#)).

Other Withdrawal Limitations

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; 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 unlawful internet gambling. We have the right to refuse a transaction which we believe involve unlawful internet gambling or other unlawful purposes.

9. Sanctions Awareness (Notice to All Customers)

Pursuant to sanctions imposed by the U.S. government, U.S. financial institutions, including Citizens Access, 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 Citizens Access. You should not assist in circumventing any such sanctions in conducting transactions through the account you hold at Citizens Access. 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.

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.

Overdrafts

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 a withdrawal item of any kind. If we determine that your account has insufficient funds to pay an item, we have the right to take the following actions without prior notice to you:

- decline the item, or
- pay the item and create an overdraft in your account

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.

Your Responsibility to Repay Overdrafts

You are responsible for the full amount of any overdraft. You agree to promptly deposit sufficient available funds to cover any overdraft. You authorize us to use the money from any subsequent deposits to your account to pay any overdraft, including, without limitation, deposits of any federal or state benefit payments (including direct deposit of Social Security and Supplemental Security Income), to the fullest extent permitted by law. You also agree to reimburse us for any Losses we suffer in collecting any overdrafts from you.

Overdraft Protection

We do not offer overdraft protection services that would otherwise protect your account against overdrafts in the event you do not have sufficient available funds to cover a withdrawal transaction. Citizens Access savings accounts cannot be used as overdraft protection to cover other Citizens Access accounts or accounts at Citizens Bank, N.A.

10. Interest on Accounts

Interest Withholding

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.

11. Certificate of Deposit (CD) Accounts

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 based on current market rates. To determine your rate on renewal, please call us at 888-201-6505. 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 by calling us at 888-201-6505 within the 10-calendar-day grace period. If your account does not meet the minimum required balance (\$5,000) following your grace period, we reserve the right to close your account. If we receive instructions that you would not like to renew your CD upon maturity and we are not able to release the funds back to you according to your instruction, we will follow our normal account closure procedures.

Additional Deposits

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

Withdrawal of Interest

You can withdraw interest accrued but not credited to your CD account before the maturity date without bank penalty, provided you contact us 888-201-6505.

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.

Early Withdrawal of Principal and Penalties

You have agreed to keep the amount deposited in your account for the stated term of the CD.

Liquid CDs are not subject to an early withdrawal penalty. You may make a one-time withdrawal of the entire balance of your Liquid CD, including accrued interest, as soon as 7 days after funding.

At our discretion, we may allow you to withdraw the entire amount deposited in your Online CD account at times other than during the grace period. If we permit you to make an early withdrawal, the withdrawal may be subject to applicable early withdrawal penalties and will result in the closure of your account. 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.

Please refer to the [Deposit Account Features Guide](#) for early withdrawal penalties that may be applicable to your CD.

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.

12. Account Statements and Correspondence

Timing of Account Statements:

Monthly statements will be sent for your savings and CD accounts through our secure online banking portal. Unless applicable law provides otherwise, we may change the frequency of statements without providing notice to you of such change. Your statement will be your record of the balance, interest earned and transactions, if any, for your savings account. If your account is a joint account, account statements and any other correspondence or notices that we send to any one joint account owner through our secure online banking portal is considered notice to all joint account owners. We will not send your account statement to you if it is undeliverable because your account is deemed abandoned under applicable law or our procedures. In this case, 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 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 contact us at 888-201-6505 or write us at PO Box 71209, Philadelphia, PA 19176-6209.

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

You have agreed to receive information and 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. You have agreed to receive information and 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 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 any 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.

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 by logging in to your account

and updating your profile. 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.

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

13. 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. 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 information or documentation requested by us.

Consumer 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 policy for sharing consumer information is described in our [Privacy Policy](#).

14. 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 two account 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 any amounts due to us in connection with your account or 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) honor any other request of any joint owner relating to 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 close the joint account by withdrawing all of the funds from the joint account.

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.

Conflicting Claims to Account Ownership or Control

What types of disputes or problems can affect an account

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

What we may do at our sole discretion

- We may freeze the account and refuse transactions until we receive written proof in a form and substance satisfactory to us of each person's right and authority over the account and its funds.
- We may request instructions from a court of competent jurisdiction at your expense regarding the account or transaction.
- We may continue to honor payment orders and other instructions given to us by persons who, based on our records, appear as authorized signers.

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

Formal Trust Account

We may, in our sole discretion, allow a trustee or the trustees of a formal written 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, upon request, to provide us with a completed Certificate of Trust and any other requested supporting documentation, in a form satisfactory to us.

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.

Pay on Death Account (also known as a Totten Trust Account):

Generally speaking, a "Pay on Death" account is an informal revocable trust 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 restrictions may 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 Pay on Death 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 Pay on Death account is opened by two trustees, the trustees own the account jointly with a right of survivorship. Each trustee opening this account may (1) change the beneficiaries, or (2) withdraw all or part of the account funds at any time. Deposits made to a Pay on Death 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).

These accounts pass automatically (and equally unless allocations have been adjusted by an account owner) to the named beneficiaries who survive the death of the last surviving account owner, as reflected in our records, unless this "trust" has been otherwise revoked by you pursuant to state law or we have received a court order directing us not to pay, or to pay someone else. 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 laws in establishing a Pay on Death account. We make no representation that designating your account as a Pay on Death account is advisable. You should consult an attorney or other qualified estate planning professional before designating your account as a Pay on Death account. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.

15. Assignment, Pledge or Transfer of Your Account

Your account is not negotiable and not transferable. Your savings account and CD account may not be assigned or pledged by you.

16. 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. We may in our discretion either accept or return deposits 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.

17. 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. You may close your account at any time by calling us at 888-201-6505. 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, (1) send you a bank check for the final balance in your account by ordinary mail to your most recent address shown in our records, (2) transfer the balance to another account you maintain with us, or (3) take any other appropriate action. Also, we reserve the right to close your account if your account balance remains zero. 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. Once your account is closed, it will not be automatically reopened under any circumstances.

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. 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.

18. Abandoned Accounts

If you do not use your account, your account may be presumed abandoned after a certain period of time. 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.

19. Rules when using 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 and other EFT services described in this agreement.

20. Types of EFT Transactions

We offer each of the EFTs described below. Some of the services may be limited by third parties.

Transfers

You may transfer funds between your designated accounts by logging into your account or by calling us at 888-201-6505.

Preauthorized Payments

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

Balance Inquiries

You may check the balance of your designated accounts by logging into your account by calling us at 888-201-6505.

21. Availability of Funds for EFTs

You agree that the amount of any EFT will not exceed the available balance in your designated account. 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.

22. Limits on Types and Frequency

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

23. 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 Preauthorized Debits (payments deducted automatically by a third party from your account on a recurring basis), you can stop any of these payments by logging into your account or by calling us at 888-201-6505. 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.

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 deliver to you, on or before the next Business Day, notice of our refusal to pay the transfer.

24. Documentation of EFTs**Preauthorized Credits (Direct Deposits)**

If you have arranged to have direct deposits made to your designated account(s) 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 validate by logging in to your account or calling us at 888-201-6505 to find out whether or not the deposit has been made.

Periodic Statements

You will receive a combined monthly statement through our secure online banking portal for your designated accounts.

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.

25. Our Liability on 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;
- 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;
- 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; or
- your designated account has been closed.

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 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.

26. 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 Policy prohibits us from doing so. Please see our Privacy Policy for your choices about information sharing.

27. In Case of Errors or Questions about Your EFT

Please call us at 888-201-6505 or write us at Citizens Access, PO Box 71209, Philadelphia, PA 19176-6209 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic funds transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. Please provide us with the following information:

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain it 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 further information

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after you have notified us. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to investigate your complaint or question following the date you notified us. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error for electronic funds transfers occurring during the first 30 days after the first deposit is made to your account.

We will provide you the results within three (3) Business Days after completing our investigation. If it is determined that there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation. We may revoke any credit provided to you if we find an error did not occur.

Termination of Your Use of EFT Services

We reserve the right to terminate your use of our EFT services for any reason and at any time without notifying you. Any termination of your use of our EFT services 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.

28. 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, there is a waiver of rights as discussed below. 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.

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 Deposit Account Agreement (the “Account Agreement”), also refer to our employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, successors and assigns.

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, subject to applicable Rhode Island law. 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.

However, “claim” or “dispute” as used in this Arbitration Agreement does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the “Class Action and Class Arbitration Waiver” set forth below, subparts (1) and (2) of the “Severability and Survival” part set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of this Account Agreement as a whole are for the arbitrator and not a court to decide. ANY DISPUTE CONCERNING THE VALIDITY, ENFORCEABILITY, COVERAGE OR SCOPE OF THIS ARBITRATION AGREEMENT SHALL BE RESOLVED IN A RHODE ISLAND STATE OR FEDERAL COURT OF LAW, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH A COURT FOR SUCH PURPOSE.

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 upon demand by either party for arbitration. However, 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 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 party in compelling arbitration.

CLASS ACTION AND CLASS ARIBITRATION WAIVER

NOTWITHSTANDING ANY OTHER PROVISION OF THIS ACCOUNT AGREEMENT, IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT: (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS (UNLESS THOSE PERSONS ARE JOINT ACCOUNT BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT). NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN YOU AND/OR US INDIVIDUALLY.

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 Rhode Island 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 Access, PO Box 71209, Philadelphia, PA 19176-6209.

If we initiate the arbitration, we will notify you in writing at your last known address in our file. Notice may also be given by papers filed in a lawsuit, such as a motion to compel arbitration.

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 Rhode Island substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable Rhode Island statutes of limitation and will dismiss time-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; and (2) 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 of Rhode Island.

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 include the arbiter on appeal 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 is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that:

1. The parties acknowledge that the Class Action and Class Arbitration Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action and Class Arbitration Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action and Class Arbitration Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and
2. if a claim is brought under California law seeking public injunctive relief and a court determines that the restrictions in the Class Action and Class Arbitration Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

This Arbitration Agreement shall survive the closing of your account and the termination or modification of any relationship between us.

Notice and Cure

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 Access, PO Box 71209, Philadelphia, PA 19176-6209.

This is the sole and only method by which you can submit a Claim Notice. You should address all claims you have in a single Claim Notice and, if necessary, a single arbitration proceeding.

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 also must include your name, address, account name, account number and your signature and must be mailed to Citizens Access, PO Box 71209, Philadelphia, PA 19176-6209.

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 legally required payment to a 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 may take action in connection with a dispute as we may determine to be appropriate and required by applicable law. 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 [Deposit Account 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. Our right of setoff and our security interest may not apply to your account if 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.

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.

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.

Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe in our sole determination (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. You agree that we may honor legal process regardless of the jurisdiction from which the legal process is issued and whether the legal process is served personally or by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought are held), even if the law requires personal delivery at the office where your account or records are maintained.

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 Citizen Access accounts will be deemed located and domiciled in Rhode Island. Your account is governed by federal law and, to the extent not preempted by federal law, the laws of the state of Rhode Island (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.

29. Substitute Checks and Your Rights under the Check 21 Act 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).

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 call us at 888-201-6505 or write us at Citizens Access, PO Box 71209, Philadelphia, PA 19176-6209.

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 contact us at 888-201-6505.

Thank you for saving with us.



www.CitizensAccess.com

888-201-6505