

# Notification of Changes in Terms to your Deposit Agreement

*Effective May 2022*

## **Change In Terms to Deposit Agreement**

You should retain this Change in Terms notice along with your Deposit Agreement for your records. Please note that references to “Deposit Agreement” shall include the Deposit Agreement dated May 25, 2018 as supplemented by a Notification of Changes in Terms to your Deposit Agreement (“Change in Terms”), effective June 1, 2020 and another Change in Terms, effective December 1, 2020. Once effective, this Change in Terms becomes part of your Deposit Agreement and all other terms and conditions within your Deposit Agreement apply except as supplemented, revised or replaced by this latest Change in Terms.

**Please note that continuing to maintain and use your account beyond the effective date of this Change in Terms constitutes your acceptance of the Deposit Agreement with this Change in Terms.**

If you have questions, visit your local branch or call our customer service professionals at 1-800-448-8812.

## **Change in Terms Relating To Check Processing; NSF, Overdraft and Sustained Overdraft Fees; and Early Pay**

The last two sentences in the section titled **Terms and Conditions of Your Account** on page 5 defining an “item” are replaced in their entirety by the following:

The word “item” means any order, instruction, or authorization to deposit, withdraw, transfer or pay money to or from an account and includes, without limitation, any on-us check, check or other order for payment, counter check, image, substitute check, remotely created check, draft, electronic check conversion, other debit or credit including any ACH transaction, debit card transaction, adjustment, deposited item returned unpaid, wire transfer, bill payment instruction, deposit, online or mobile transaction, an item returned unpaid, internal or external transfer or withdrawal to or from your account, by any means, including in-person, by telephone, through an ATM or point-of-sale terminal, mobile device, computer, or any other electronic means.

The section titled **Check Processing** that is part of your Change in Terms effective June 1, 2020 is updated by adding the following as the first paragraph in this section:

### **Check Processing**

If for any reason we return unpaid an item withdrawing money from your account, such as a check or authorization to a merchant to

debit money from your account, the holder of the check, payee or a financial institution may resubmit the returned item to us for payment again multiple times. Each resubmission is a separate item.

The section titled NSF, Overdraft and Sustained Overdraft Fees that is part of your Change in Terms effective June 1, 2020 is updated by adding the following as the first paragraph in this section:

### **NSF, Overdraft and Sustained Overdraft Fees**

In accordance with applicable law, payments network rules and automated clearing house association operating rules, such as NACHA operating rules and guidelines, an item that is returned by us unpaid due to an insufficient available balance in your account may be represented to us for payment, and this may occur multiple times. Each time we return an item presented or represented for payment (an NSF item), we may charge you a NSF Fee. This could result in multiple NSF fees being charged on the same NSF item. Additionally, if at any time we decide to pay a NSF item into overdraft against your account, we may also charge you an overdraft fee as well.

The section titled Your Ability to Withdraw Funds, on page 39, is updated to include a new subsection titled Early Pay that will precede the subsection titled “Special Notice Concerning Saturday Banking” and provides the following:

### **Early Pay**

At our discretion, we may make certain eligible direct deposits available to you up to two business days before the scheduled payment date. This may include most recurring direct deposits, such as certain payroll deposits or government benefits. Our checking and savings accounts are enrolled in this service automatically. We do not guarantee you will receive early availability of any direct deposit during any period, as this is dependent upon many factors, including but not limited to, the timing of your payer’s payment instructions. We will not charge you a fee to make your direct deposit available to you early. *Once the funds are available, you may withdraw them in cash and we will use the available funds to pay checks you have written or other items processed against your account.* If a deposit we have made available to you early is reversed, returned or is otherwise uncollected by us, you are responsible for ensuring you have a sufficient available balance in your account to cover any pending items that will be debited from your account or you may be charged fees. If you have a dispute regarding a reversal or return of a direct deposit, please contact the issuer of the deposit and us to assist you in resolving the matter. We may modify or discontinue this service at any time, in our sole discretion, without prior notice you.