# **Important Information and Disclosures**

Account Conversion

**Debit Card & Online Banking** 





# Terms and Conditions

Electronic Funds Transfer (Reg. E) Funds Availability (Reg. CC) Interest on Deposits (Reg. D) Truth in Savings (Reg. DD)

Account Disclosure Information



Your dedicated online resource for conversion information: **MYSOUTHERNBANK.COM** 

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# YOUR NEW SOUTHERN BANK ACCOUNTS

IF YOUR CURRENT CITIZENS BANK <u>CHECKING ACCOUNT</u> IS:	YOUR NEW SOUTHERN BANK ACCOUNT WILL BE:
Student Checking	First Spending
50+ Interest Checking	
Bank from Work	
Economy with Interest	
Elite Checking	
Elite Checking Private Banking	
Kawasaki Employee Checking	Interest Checking
Low Minimum with Interest	
No Minimum with Interest	
NWMSU Employee Checking	
VIP Checking	
ABC 2 Checking	
Citizens Plus	
Citizens Plus Gold	
Personal eChecking	
Family Club	Couthown Doois Chooking
FB1	Southern Basic Checking
Non Interest Checking	
Plus Account	
Totally eChecking	
Trenton Regular	
Daily Repo TBill 91	Repurchase Account

IF YOUR CURRENT CITIZENS BANK <u>Savings Account</u> IS:	YOUR NEW SOUTHERN BANK ACCOUNT WILL BE:
Save Smart Holiday	Christmas Club
Dollar Dog Kids	Youth Savings
Student Savings (ages 17 and under)	First Savings
Student Savings (ages 18 and up)	
Save Smart School	
Save Smart Summer	Southern Savings
Save Smart Tax Free	
Special Savings	
Statement Saving	
Health Savings	Health Savings Account
Charter Start Money Market	
Citizens Money Market	
Money Market Brokered	Money Market Silver
Performance Money Market	
Public Funds Money Market	

IF YOUR CURRENT CITIZENS BANK <u>BUSINESS ACCOUNT</u> IS:	YOUR NEW SOUTHERN BANK ACCOUNT WILL BE:
Business Checking	
Business Checking P/F	
Business Non Interest Checking	
FB1 Business	
Plus Non Interest Public Funds	Small Business Free Checking
Public Fund Non Interest Checking	
Small Business Checking	
Totally eChecking Business	
Trenton Non Interest	
91 Day T Bill	
BID Account	
Business Checking with Interest	
Business Edge Checking	
Business Interest Checking	
CBT Trust Accounts	Small Business Interest Checking
ICS	
IOLTA	
Public Funds Now	
Small Business Checking P/F	
Sole Proprietor Now	
Trenton Business	
Commercial Checking	Commercial Checking
Commercial Treasury	

CITIZENS CDS AND IRA CERTIFICATES	SOUTHERN BANK CD:	NEXT RENEWAL TERM
11 Month Certificate	11 Month CD	12 Month
12 Month Certificate	12 Month CD	12 Month
14 Day Certificate	14 Day Variable	3 Month
15 Month Certificate	15 Month CD	18 Month
18 Month Certificate	18 Month CD	18 Month
24 Month Certificate	24 Month CD	24 Month
24 Month Variable Certificate	24 Month Variable	24 Month
3 Month Certificate	3 Month CD	3 Month
36 Month Certificate	36 Month CD	36 Month
48 Month Certificate	48 Month CD	48 Month
5 Month Certificate	6 Month CD	6 Month
59 Month Certificate	60 Month CD	60 Month
6 Month Certificate	6 Month CD	6 Month
60 Month Certificate	60 Month CD	60 Month
7 Month Certificate	7 Month CD	6 Month
70 Month Certificate	60 Month CD	60 Month
96 Month Certificate	60 Month CD	60 Month

**CD RENEWAL:** The table above indicates the new term that your time deposit account will have in the future. When your account was opened, you were provided the option for your account to automatically renew OR to have a single maturity. If you elected to automatically renew your account, the term of your time deposit account may change as well as your interest rate and APY. Your grace period for your account will be 10 days. No interest will be paid during the 10-day grace period. To confirm your new interest rate, APY and term, you may call toll free 855-452-7272. If you withdraw your funds after the 10-day grace period, you will be subject to an early withdrawal penalty.

If you elected single maturity at account opening, your funds will remain in the account after maturity and you will not earn interest.

**INDIVIDUAL RETIREMENT ACCOUNT (IRA):** If you currently have an Individual Retirement Account (IRA) with Citizens Bank & Trust, Southern Bank will now act as custodian for your Individual Retirement Account. All earnings payments and automatic distributions will remain the same. You will receive a separate welcome letter for your IRA account at a future date. Be sure to review the letter and let us know if you have any questions about your IRA account.

# DEBIT CARD AND ONLINE BANKING

## Southern Bank Debit Card

If you currently have a Citizens Bank & Trust debit card, you can expect to receive a new Southern Bank debit card in the mail as soon as February 10. You may begin using your new debit card after 8pm on Friday, February 24. If you do not receive your Southern Bank debit card by Monday, February 27, please visit your branch to obtain your new debit card.

Over the weekend, you will be unable to view an accurate balance at ATMs. Account balances will be correct on Monday, February 27.

On Monday, February 27, your Citizens Bank & Trust debit card will be disabled.

If you use your debit card to make automatic bill payments, be sure to provide the vendor with your new Southern Bank debit card number to continue making payments after Monday, February 27.

# **Citizen's Credit Card**

You may continue to use your Citizens credit card - your credit card account information and benefits will not change. You will receive a new Southern Bank branded card at a later date.

# **Citizens Online Banking**

Your Citizens Bank & Trust online banking will go into read-only mode on Friday, February 24. We recommend that you download/print any historical transactions or eStatements for future reference.

<u>Bill Pay:</u> We will convert your Citizens bill pay information to your Southern Bank online banking profile. This means that your payees, pending payments, recurring payments, and bill pay history will still be available.

<u>eStatements</u>: Your paperless statement preferences will not convert. Enrolling for paperless statements inside Southern Bank's online banking is quick and easy. See our user guide on mysouthernbank.com for instructions.

<u>P2P:</u> Any P2P payment information will not convert. We've partnered with Zelle® for you to send and receive money with friends, family, and other people you trust. Zelle® is available from within online and mobile banking, so you don't need to download any additional apps.

After 8:00 am on Monday, February 27, Citizens online banking will be disabled and no longer accessible.

# Southern Bank Online Banking

You may begin accessing your Southern Bank online banking profile on February 27.

To log in for the first time, please visit mysouthernbank.com and navigate to the online banking section.

• If you are unable to login using the link, call us at (855) 452-7272. Please do not re-enroll as a new user.

IMPORTANT NOTE: Your Access ID and Password are case sensitive.

# **ACCOUNT SERVICE FEES**

## **Account Services**

Check Image Copies (customer or subpoena)

	Plus cost of research (\$20/hour)
Domestic Item Collection	\$25.00 each (Sent/Received (Plus Agent Cost))
Deposit Verification/Confirmation	\$10.00 per verification
Early Closing	\$15.00 per account (Opened less than 90 days)
Fax	\$2.00 per fax
Garnishments/Levies	\$75.00 per item
Night Deposit Bag	\$35.00 zipper-key lock bag
Night Deposit Bag	\$10.00 zipper-no lock bag
Notary Service	\$1.00 per item (For customers only)
Research	\$20.00 per hour
Return Mail/Bad Address	\$10.00 per statement cycle
Statement Hold	\$5.00 per month
Statement Reconciliation	\$15.00 per hour (\$5.00 minimum charge)
Statement Reproduction (customer or subpoena request) \$2.00 each Plus cost of research (\$20/hour)	
Stop Payment	\$30.00 per item

\$2.00 per page

#### Checks

Cashier's Checks	\$5.00 each (For customers only)
Check Printing	Fee depends on style of check ordered
Counter Checks	\$1.00 per check
Personal Money Orders	\$3.00 each (For customers only)

#### **Debit Card & ATM Fees**

Debit Card Replacement	\$8.00 each
Debit Card Rush Order	\$30.00 each
Transactions at foreign ATM	\$2.00 each (Plus surcharge cost from foreign ATM)

#### IRA/CD

Interest Check Stop Payment/Reissuance	\$30.00 per item
IRA Annual Maintenance	\$10.00 per year
When customer reaches Required Minimum Di	stribution (RMD) age

#### **Dormant Accounts Fees**

Savings Account	\$2.00 per month (If inactive for 24 months)
Transaction Accounts	\$5.00 per month (If inactive for 12 months)

#### Safe Deposit Box

Safe Deposit BoxPrices vary by size, check each branchSafe Deposit Box drilling for lost keys or unpaid rent\$150.00 per box

#### **Electronic Banking**

Account Inquiries by Phone\$2.00 per inquiry (After 5 per statement cycle)ACH Origination\$10.00 per origination (One time special requests)Internet Banking Bill Pay for Business Accounts\$6.95 (Free for consumer accounts)

#### Wires

Domestic Transfer Incoming	\$15.00 each
Domestic Transfer Outgoing	\$20.00 each
International Transfer Incoming	\$75.00 each
International Transfer Outgoing	\$75.00 each

#### **Overdraft/Nonsufficient Funds Fees**

Return ACH Fee	\$10.00 per presentment
Returned ACH Origination/Dep Item	\$10.00 per item
Return Check Charge	\$28.00 per presentment
Returned Deposited Item Special Handling	\$20.00 per item
Returned Deposited Items (Clear)	\$0.50 per item
Returned Unpaid Deposit Items	\$10.00 per item
Overdraft Item-Paid	\$28.00 per item

The fees above will be assessed against customer's account. If an item presented creates an insufficient balance more than once, a fee may be assessed each time the item is presented for posting. An item is an instrument or promise or order to pay money whether negotiable or non-negotiable) sent to by a sender and payable in a Federal Reserve District or sent to and collectible in funds acceptable to a Reserve Bank,including an electronic funds transfer. The term electronic funds transfer means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a customer's account. The term includes but is not limited to: Point-of-Sale transfers; Automated teller machine transfers; Direct deposit or withdrawals of funds; Transfers initiated by telephone; and Transfers resulting from debit card transactions, whether or not initiated through a electronic terminal.

# TERMS AND CONDITIONS OF YOUR ACCOUNT

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### AGREEMENT

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

This agreement is subject to applicable federal laws, the laws of the state of Missouri and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual' s responsibility for an organization' s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

#### LIABILITY

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

#### DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### WITHDRAWALS

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw

or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier' s check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

### **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - As Tenants In Common Without Survivorship (As Not As A Tenancy By The Entirety). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Husband And Wife As A Tenancy By The Entirety. This is an account in the name of two persons who are husband and wife as tenants by the entirety.

**Revocable Trust or Pay-On-Death Account** (*not subject to the Nonprobate Transfers Law of Missouri*). If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form.** LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

#### BUSINESS, ORGANIZATION, AND ASSOCIATION ACCOUNTS

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity.

We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

#### **STOP PAYMENTS**

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stoppayment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

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

#### **TELEPHONE TRANSFERS**

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

#### AMENDMENTS AND TERMINATION

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

#### NOTICES

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

#### STATEMENTS

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

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

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

Your Duty to Report Other Errors or Problems. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine

your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

#### Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer

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

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

#### **DIRECT DEPOSITS**

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

#### **TEMPORARY ACCOUNT AGREEMENT**

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

#### SETOFF

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### **CHECK PROCESSING**

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

#### **CHECK CASHING**

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

#### TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES

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

#### **REMOTELY CREATED CHECKS**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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

#### UNLAWFUL INTERNET GAMBLING NOTICE

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

#### ACH AND WIRE TRANSFERS

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

#### FACSIMILE SIGNATURES

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

#### AUTHORIZED SIGNER (INDIVIDUAL ACCOUNTS ONLY)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is

responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

#### **RESTRICTIVE LEGENDS OR ENDORSEMENTS**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

#### ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

#### ENDORSEMENTS

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

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 11/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 11/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

#### DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence to stop payment by someone claiming an interest in the account.

#### FIDUCIARY ACCOUNTS

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

#### **CREDIT VERIFICATION**

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

#### LEGAL ACTIONS AFFECTING YOUR ACCOUNT

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### ACCOUNT SECURITY

**Duty to Protect Account Information and Methods of Access.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedures, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

#### **TELEPHONIC INSTRUCTIONS**

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

# MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have

previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

#### **CLAIM OF LOSS**

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

#### EARLY WITHDRAWAL PENALTIES (AND INVOLUNTARY WITHDRAWALS)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

#### ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### **RESOLVING ACCOUNT DISPUTES**

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

#### WAIVER OF NOTICES

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

# **ELECTRONIC FUNDS TRANSFER**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Southern Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E requires institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card at Automated Teller Machines (ATMs), Interactive Teller Machine (ITM), or and any networks described below.

#### TERMS AND CONDITIONS

The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Southern Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

#### ELECTRONIC FUND TRANSFER SERVICES PROVIDED THROUGH USE OF DEBIT CARD

If you have received an electronic fund transfer card ("debit card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

#### USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").

In order to assist us in maintaining the security of your account and the terminals, the Debit

Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Southern Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at any Southern Bank ATM/ITM, by calling (800) 992-3808, or by bringing your card by any Southern Bank branch.

#### DEBIT CARD SERVICES

The services available through use of your debit card are described below:

- Withdraw cash from your checking account(s), savings account(s), and NOW account(s).
- Transfer funds between your checking and savings accounts, checking and NOW accounts, savings and NOW accounts, and Savings.
- Make balance inquiries on your checking account(s), savings account(s), and NOW account(s).

#### NETWORK

Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM/ITM you are using and the network through which the transaction is being performed. A specific ATM/ITM or network may not perform or permit all of the above transactions. Besides being able to use your Debit Card at our ATM/ITM terminals, you may access your accounts through the following network(s): Mastercard®, Accel, and MoneyMaker.

#### POINT OF SALE TRANSACTIONS

You may use your Debit Card to purchase goods and services from merchants that have arranged to accept your Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for Debit Card transactions is your Checking accounts, NOW accounts. In addition, your Debit Card may be used at any merchant that accepts Mastercard<sup>®</sup> debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but does not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

#### **CURRENCY CONVERSION - MASTERCARD®**

If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard® International Inc., will convert the charge into a US dollar amount. At MasterCard® International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®.

Currently the currency conversion rate used by Mastercard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, where applicable. The currency conversion rate that Mastercard® International uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions submissions to the processor are delayed, the currency conversion rate may be the rate for the applicable currency on the date that the transaction is processed. You agree to pay charges and accept credits for the converted transaction amounts.

#### SERVICES PROVIDED THROUGH USE OF TELEBANK

You may perform the following functions through use of TeleBank:

- Initiate transfers of funds between your checking and savings accounts, checking and money market checking accounts, checking and NOW accounts, savings and money market checking accounts, savings and NOW accounts, NOW accounts and money market checking accounts, and an overdraft line of credit to checking.
- Change your PIN via the telephone.
- Make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s). You may make payments on loan accounts that you have with us.

In addition, you may perform other transactions such as request copies of checks, check verification and retrieve Certificate of Deposit rates. Locations and office hours of Southern Bank's branches can also be retrieved from telebank.

#### PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and NOW account(s). You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and NOW account(s).

#### SERVICES PROVIDED THROUGH US OF INTERNET BANKING AND MOBILE BANKING

Southern Bank offers its customers use of our Internet Banking service. You may access your account(s) through internet banking by logging onto our website at www. bankwithsouthern.com and using your personal access id and passcode to:

- Transfer funds between internal and external checking and savings accounts(s)
- Make payments from checking or savings to loan accounts with us
- Get information about:
  - the account balance of checking accounts
  - the account balance of savings accounts
  - the balance of loan accounts
- Enroll for Billpay and make payments from checking to third parties (Free for all consumer accounts, business accounts will be charged \$6.95 per month)
- Enroll for Mobile Banking and Mobile Check Deposit
- Receive your monthly bills electronically through internet banking.
- Request stop payments and change of address

#### ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

#### LIMITATIONS ON TRANSACTIONS FOR DEBIT CARD

- •CASH WITHDRAWAL LIMITATIONS: You may withdraw up to \$500.00 through use of ATMs in any business day.
- •POINT OF SALE LIMITATIONS: You may buy up to \$3,500.00 worth of goods or services in any business day through use of Point of Sale services.
- TOTAL DAILY LIMITS: In addition to the ATM/ITM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$4,000.00 in any one day.

#### **OTHER LIMITATIONS**

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

#### LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS

Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

#### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

•TRANSACTION RECEIPTS: Depending on the location of an ATM/ITM, you may not

be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

- PERIODIC STATEMENTS: If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.
- •PREAUTHORIZED DEPOSITS: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company: you can call us at (855) 452-7272 to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any future payments. To stop a payment, submit your request online at www.bankwithsouthern.com, call us at: (855) 452-7272, or write to: *Southern Bank, P.O. Box 520, 531 Vine Street, Poplar Bluff, MO 63902.* 

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready:

- Your account number
- Date the transfer is to take place
- To whom the transfer is being made
- Amount of the scheduled transfer

If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

#### RIGHTS REGARDING MASTERCARD® AUTOMATED BILLER UPDATER ("ABU")

Mastercard<sup>®</sup> requires all financial institutions who offer debit cards to participate in the Mastercard<sup>®</sup> ABU. ABU may provide updates to participating merchants who maintain your card information on file to process your preauthorized payments. Examples of these participating merchants may include subscription services or utility companies. ABU will typically be used by merchants who process recurring payments. This service will allow participating merchants to receive your updated card information, when you receive a new card for any reason- for example due to expired, lost or stolen cards. Since not all merchants participate, you should also contact the merchant directly if your card information changes. You have the right to opt-out of ABU should you choose to not participate. To opt-out, you can submit your request in any of the following ways: visit us online at www.bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902.** 

#### NOTICE OF VARYING AMOUNTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten [10] days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS

If you order us to stop one of the payments and have provided us with the information we need at least three [3] business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

#### YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, visit us online at www.bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902.** 

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### CONSUMER LIABILITY

Tell us at once if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two [2] business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than fifty dollars [\$50] if someone used your Debit Card or PIN without your permission. If you do not tell us within two [2] business days after you learn of the loss or theft of your Debit Card or PIN without your permission. If you do not tell us within two [2] business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars [\$50].

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty [60] days after the statement was transmitted to you, you may not receive back any money you lost after the sixty [60] days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard logo. These limits apply to unauthorized transactions processed on the Mastercard® Network.

If you notify us about an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the Mastercard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must promptly report the loss or theft to us, and your account must be in good standing.

Your liability for unauthorized transactions with your Debit Card that involve PIN-based transactions not processed by the Mastercard® Network, including ATM/ITM transactions, are described under "Consumer Liability" above.

## ILLEGAL USE OF DEBIT CARD

You agree not to use your debit card for any illegal transactions, including internet gambling and similar activities.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers, visit us online at www. bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902** or use the current information on your most recent account statement. Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Southern Bank no later than sixty [60] days after it sent you the first statement on which the problem or error appears.

You must be prepared to provide the following information:

- Your name
- Account number
- Dollar Amount of the suspected error
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten [10] business days. We will determine whether an error occurred within ten [10] business days (twenty [20] business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five [45] days (ninety [90] days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten [10] business days (twenty business [20] days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty [30] days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. We will tell you the results within three [3] business days after investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law.

However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- •When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

We reserve the right to impose a fee and to change fees upon notice to you.

## DISCLOSURE OF ACCOUNT INFORMATION

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Southern Bank and hold it harmless from any liability arising out of the transmission of these messages. We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- With your consent.

#### DEFINITION OF BUSINESS DAYS

Business days are: Monday through Friday excluding holidays.

#### AMENDING OR TERMINATING THE AGREEMENT

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate the EFT services, at any time upon at

least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify Southern Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. Southern Bank may cancel this Agreement at any time, without giving you prior notice. If you or Southern Bank cancels this Agreement at any time, you shall surrender your Debit Card and you may no longer use any of Southern Bank's EFT services other than the automated clearing house transfer services set forth above.

## NOTICE OF ATM/ITM SAFETY PRECAUTIONS

#### SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE

Please keep in mind the following basic safety tips whenever you use an ATM/ITM:

- Have your Debit Card ready to use when you reach the ATM/ITM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM/ITM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly. If using an ATM/ITM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATM/ITM's at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATM/ITM's, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM/ITM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- •Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM/ITM location.

## ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Southern Bank. You agree not to reveal your PIN to any person not authorized by you to access your account. Please see "Limitations on frequency of transfers" section regarding limitations that apply to computer transfers.

#### LIMITATIONS OF FREQUENCY OF TRANSFERS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings account to another account or third parties by reauthorized, automatic, telephone, or computer transfer are limited to six[6] per month with no transfers by check, debit card or similar order to third parties.
- Transfers from a money market checking account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six [6] per month with no more than three by check, draft, debit card or similar order to third parties.

# FUNDS AVAILABILITY DISCLOSURE

The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Southern Bank. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

#### DETERMINING THE AVAILABILITY OF YOUR DEPOSIT

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions. The term " nonbusiness day," means Saturday, Sunday or a federally declared legal holiday.

In order to establish that a deposit is made on a particular Business Day, you must make your deposit before the branch or ITM closes for it to be considered to have been made on that Business Day. The branch hours vary by location please visit www.bankwithsouthern. com for a list of our branches and hours.

All funds deposited at a branch will be credited on same business day that we are open, we will consider that day to be the day of your deposit. Any deposit made on a Saturday will be considered to be deposited on the next business day which we are open.

**TELEBANKING:** If you make a deposit transfer through telebanking before 7:00 pm on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit transfer through telebanking after 7:00 pm on a Business Day or at any time on a nonbusiness day, we will consider the deposit made on the next Business Day we are open. A deposit transfer through telebanking made on a Saturday at any time will be considered to be made on the next Business Day we are open.

**INTERNET BANKING:** If you make a deposit transfer through internet banking before 7:00 pm on a business day, we will consider that day to be the day of your deposit. However, if

you make a deposit transfer through internet banking after 7:00 pm on a Business Day or at any time on a nonbusiness day, we will consider the deposit made on the next Business Day we are open. A deposit transfer through internet banking made on a Saturday at any time will be considered to be made on the next Business Day we are open.

**AUTOMATED TELLER MACHINE (ATM):** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 7:00 pm on a Business Day we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM that is owned and operated by us after 7:00 pm on a Business Day or at any time on a nonbusiness day, we will consider the deposit made on the next Business Day we are open. A deposit made at an ATM that is owned and operated by us on a Saturday at any time will be considered to be made on the next Business Day we are open.

**INTERACTIVE TELLER MACHINE (ITM):** If you make a deposit at an interactive teller machine (ITM) that is owned and operated by us before 7:00 pm on a Business Day we will consider that day to be the day of your deposit. However, if you make a deposit at an ITM that is owned and operated by us after 7:00 pm on a Business Day or at any time on a nonbusiness day, we will consider the deposit made on the next Business Day we are open. A deposit made at an ITM that is owned and operated by us on a Saturday at any time will be considered to be made on the next Business Day we are open.

**MOBILE BANKING APP:** If you make a deposit on the Southern Bank mobile app before 4:00 pm on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 pm on a business day or at any time on a nonbusiness day, we will consider that deposit made on the next Business Day we are open. A deposit made through the Southern Bank mobile on a Saturday at any time will be considered to be made on the next Business Day we are open.

**REMOTE DEPOSIT:** If you make a deposit using Southern Bank remote deposit services before 6:00 pm on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 pm on a business day or at any time on a nonbusiness day, we will consider that deposit made on the next Business Day we are open. A deposit made through Southern Bank remote deposit services on a Saturday at any time will be considered to be made on the next Business Day we are open.

#### AVAILABILITY SCHEDULE

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

## HOLDS ON OTHER FUNDS FOR CHECK CASHING

If we cash a check for you that is drawn on another financial institution, 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 and we decided to delay availability on the deposit.

## HOLDS ON OTHER FUNDS FOR ANOTHER ACCOUNT

If we accept for deposit a check that is drawn on another financial institution, 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 time periods that are described elsewhere in this disclosure for the type of check that you deposited and we decided to delay availability on the deposit.

#### LONGER DELAYS MAY APPLY

In some cases; we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the first Business Day after the day of your deposit the first \$300.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,600 on anyone day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; or (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules may apply during the first 30 days your account is opened. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,600 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first Business Day after the day of 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 \$5,600 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,600 will not be available until the second Business Day after the day of deposit.

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

#### ADDITIONAL DEPOSIT INFORMATION

Disclosure Regarding "Wholesale Credit" Transactions subject to Uniform Commercial Code Article 4A.

**Provisional Payment:** Credit is given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through the Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry and the party making payment to you via such entry shall not be deemed to have been paid you in the amount of such entry.

# DEBIT CARD FRAUD MONITORING

#### HOW WE PROTECT YOU THROUGH DEBIT CARD FRAUD MONITORING

We would like to remind you about an innovative service that the bank has implemented to further protect your Southern Bank debit card. This service monitors your ATM and debit card transactions day and night to better protect you from fraud. The high-tech, high-touch monitoring solution protects your accounts using state-of-the-art intelligence technology and skilled fraud experts.

EnFact fraud monitoring builds a profile of each card user and then monitors card activity 24/7 for potentially suspicious activity.

You will receive an automated call from EnFact when a suspicious transaction occurs:

- You will be asked to verify recent transaction activity on your card.
- You will use your touchtone telephone keypad to respond to the inquiries.
- You will be provided a toll-free number to call if you have questions.
- You will NEVER be asked for your full card number or PIN, nor will you ever be asked for your bank account number. If you are ever asked these things, hang up and call the bank to inquire about your card activity.

Your response to this call is important to help stop actual fraud and to avoid restrictions that may be placed on your card. A sudden change in the location from which transactions usually occur, a high-cost purchase, a string of transactions from a merchant or ATM within a short time period, or a transaction that matches criteria of a known fraud trend may flag a transaction as suspicious.

#### Change of Telephone Number/Email Address

Please inform us of a change of telephone number as soon as possible, so you can be contacted quickly when suspicious transactions occur. Our top priority is ensuring that your card is safe and that you have the ease of using your card when and wherever you need it. It is also important to keep your email address updated as a second form of contact.

#### **Traveling Outside the United States**

Our EnFact Service monitors for fraudulent activity, and foreign transactions have the

potential to be seen as fraudulent activities. To protect our customers from this threat, some countries have been blocked from Debit Card usage. Please contact us prior to your travel to ensure you will never be left without funds.

This service is automatically placed as an enhancement on all Southern Bank debit cards and requires no action on your part.

You have the option through the IVR (interactive voice response) to opt-out of future EnFact notifications. Cardholders opting out of notifications are not opting out of EnFact. EnFact will continue to score and create cases appropriately; however, the cardholder will not receive the associated voice or text notification. Southern Bank strongly recommends staying opted in for this service. If you have a suspicious transaction that creates a fraud case, your card is locked for your protection. Without the EnFact notification, this can delay the verification of the suspicious transaction, and result in your card being locked for a longer period of time. Our goal is to protect our cardholders and provide the best customer service available.

As an additional feature, we offer Card Fraud Alerts via two-way texting. This simplifies and shortens the no fraud confirmation process and minimizes the fraud exposure window through expedient alert closures.

If you have any questions, please call (855) 452-7272 or stop by your nearest Southern Bank location.

# OVERDRAFT PRIVILEGE

It is the policy of Southern Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Southern Bank with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your Southern Bank officer.

The Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your then-existing Overdraft Privilege limit and the amount of the overdraft fee. Southern Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by Southern Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate Southern Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to Southern Bank's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- •Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of 1 business day;
- •Not being subject to any legal or administrative order or levy,

Southern Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by Southern Bank is a discretionary courtesy and not a right of the customer or an obligation of Southern Bank. An Overdraft Privilege limit of \$100 will be given at account opening to eligible consumers.

Limitations: Available only to eligible consumer and business checking accounts. All minor accounts, money market, savings, and health savings accounts are not eligible.

This privilege for consumer checking accounts will generally be limited to a maximum of \$500 overdraft (negative) balance after a 60 day period and a maximum of \$1,000 (negative) balance for business accounts after 60 days. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure. See our Fee Schedule for our standard Overdraft fee which will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

While Southern Bank will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the customer or an obligation of Southern Bank and Southern Bank in its sole and absolute discretion, can cease paying overdraft at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be reduced to \$100 or removed.

For our consumer customers, Southern Bank will not pay overdrafts for ATM or everyday debit card transactions unless Southern Bank has provided you with the notice required by 1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, Southern Bank will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

Both consumer and commercial customers may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Customer Services Representatives.

# SUBSTITUTE CHECKS AND YOUR RIGHTS

#### 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 law 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 law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 (ten) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 (forty-five) 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: (855) 452-7272, or write to: **Southern Bank, P.O. Box 520, Poplar Bluff, MO 63902.** 

You must contact us within 45 (forty-five) 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.

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 the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom the check was written, and the amount of the check.

# **REG E ELECTION FORM AND DISCLOSURE**

# What you need to know about overdrafts and overdraft fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- 1. We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to another account or a line of credit, which may be less costly than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

# What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for the following types of transactions without your consent.

• ATM transactions

• Everyday debit card transactions We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

## What fees will I be charged if Southern Bank pays my overdraft?

\*Under our standard overdraft practices:

- We will charge you a fee up to \$28.00 each time we pay an item that results in an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

## What if I want Southern Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts for which an Overdraft fee will be assessed on ATM and everyday debit card transactions:

- Call (855) 452-7272
- Visit our website at www. bankwithsouthern.com
- •Email us at ebanking@ bankwithsouthern.com
- Complete the form below and present it at a branch or mail it to:

# Southern Bank, Attention: Operations Support P.O. Box 520, Poplar Bluff, MO 63902

You can revoke your authorization for Southern Bank to pay these overdrafts at any time by any of the above methods. Your revocation must include both your name and your account number so that we can properly identify your account.

I want Southern Bank to authorize and pay overdrafts for which an Overdraft fee will be assessed on my ATM and everyday debit card transactions.

I do not want Southern Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Date

Request Made:

In Person

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# SAFE DEPOSIT BOX TERMS & CONDITIONS

**Definitions.** Safe deposit box refers to a box or container and the space it encloses. Vault refers to our room for keeping safe deposit boxes. PIN refers to personal identification number. Default refers to any failure to perform as agreed in this lease. Lease indebtedness refers to any amounts due us from you under this lease. Unless otherwise specified, words in the singular include the plural, and words in the plural include the singular.

**Lease of Safe Deposit Box.** We are leasing to you the safe deposit box identified in this lease and space for it in our vault . You will pay us rent in advance. The initial rent is stated in this lease. We can change the rent by 30 days advance written notice to you. If the rent or any other lease indebtedness is not timely paid, or if there are insufficient funds in any account you have authorized to be debited, you are in default and we can, but are not required to, debit any of your other deposit or share accounts with us without notice to you.

**Security Deposit.** At the time of execution of this lease you will deliver to us the security deposit, if any, stated in this lease. We can use this security deposit to pay all or part of any unpaid lease indebtedness. Any unused portion of this security deposit will be returned to you on the termination of this lease and your vacation of the safe deposit box.

Access to Vault and Safe Deposit Box. The number of lessees required for access indicated in this lease is the number of lessees, acting for themselves or through attorneys in fact, who must be present for access to the safe deposit box and its contents. If this number of lessees is present, they can have access without any other lessees being present. The days and times when you will have access to our vault and the safe deposit box and your means of access will depend upon our security procedures, which we can change from time to time. Such procedures can include keys or combinations to the vault or to the safe deposit box, passwords, PINs, signatures, fingerprints, handprints, or other safeguards. We will promptly provide you with information and guidance regarding our security procedures, including any changes. We will not have access to the safe deposit box or its contents, except as required by law , as required by court or administrative order, or as otherwise provided in this lease. The lessor retains the right to open the safe deposit box on the death of any lessee, including joint lessees.

**Our Responsibilities.** We promise to exercise reasonable care. Except as otherwise required by law or otherwise provided in this lease, it is agreed that we will not have possession or control of the safe deposit box or its contents and that our responsibilities and liabilities:

- Will be limited to those of someone who leases property to another;
- Will not extend beyond the exercise of reasonable care;
- Will not result in any presumptions adverse to us or in our having the burdens of proof, persuasion, or coming forth with evidence at any stage of any litigation regarding the vault, the safe deposit box, the safe deposit box contents, or their loss, damage, or destruction; and
- Will not extend beyond the monetary value of the safe deposit box contents and will not include any damages for, resulting from, or relating to any illegal or dangerous items stored in the safe deposit box.

In no event will our liability exceed any applicable statutory maximum.

Joint Tenants. If two or more of you sign this lease, you are joint tenants with right of survivorship with respect to the lease and the safe deposit box. If any of you die, the surviving lessees and only the surviving lessees will continue to have rights under the lease and to the safe deposit box. If there are two or more survivors, their rights under the lease and to the safe deposit box will be held in joint tenancy with right of survivorship. Nothing in this paragraph, however, will determine or affect the ownership of the contents of the safe deposit box or preclude any statutory right of access to the safe deposit box upon the death of a lessee.

Attorneys in Fact. An attorney in fact is a representative of the appointing lessee with authority to act on behalf of the appointing lessee with respect to the lease, the safe deposit box, and its contents. The number of attorneys in fact required to act for a lessee (including being present on behalf of the lessee for access to the safe deposit box and its contents) is as indicated in this lease. Unless otherwise required by law:

(a) Whether an attorney in fact's authority will or will not survive the disability or incapacity of the appointing lessee will depend upon the intention indicated in this lease or in another document of appointment, there will be no disability or incapacity prior to a court determination to that effect, and an attorney in fact's authority will continue in any event until we receive actual notice of the disability or incapacity;

- An attorney in fact's authority will continue until it ceases under law or under the terms of this lease;
- An attorney in fact's authority will cease upon the death of the appointing lessee and our receipt of actual notice thereof;
- An attorney in fact's authority will cease if the corporation, partnership, or other nonindividual appointing lessee ceases to exist and we receive actual notice thereof;
- An attorney in fact's authority can be revoked at any time by the appointing lessee's written notice to us; and
- Any of you can appoint an attorney in fact by written notice to us in any form, but such notice will not be effective unless it is signed by the appointing lessee, specifically references this lease, indicates whether or not the appointment is intended to survive the disability or incapacity of the appointing lessee, satisfies the requirements of applicable state law if the appointing lessee is an individual, and includes or is accompanied by the signature of the attorney in fact accepting the appointment and confirming this lease.

**Corporations, Partnerships, Associations, Organizations.** If you are a corporation, partnership, association, or other organization, you will at our request provide us with a statement in a form satisfactory to us of your board of directors or other governing body indicating authority to enter into this lease and to appoint attorneys in fact.

**Contents Not Insured.** The contents of the safe deposit box are not insured by us or any government insurance program. Our not insuring the contents does not constitute a failure to exercise reasonable care. If you want the contents to be insured, you will have to arrange for your own insurance at your own expense.

**No Illegal or Dangerous Items.** You will not store any illegal or dangerous items in the safe deposit box.

Your Obligation of Reasonable Care. You must exercise reasonable care regarding our vault, our security procedures, the safe deposit box, and its contents, and must promptly report to us

any problems or unsafe or insecure conditions that you observe in using the safe deposit box.

**Death, Incapacity, Dissolution, or Bankruptcy.** Each of you agrees to give us notice in writing of the death, disability, or incapacity of, or any dissolution, separation, annulment, or bankruptcy proceedings regarding, any of you as soon as such knowledge is obtained. You also agree to give us such notice orally before your next entry into the safe deposit box.

**Keys, Combinations, and Other Access Devices.** You agree not to duplicate any keys provided to you pursuant to this lease. You will return all keys and supply us with all combinations, passwords, PINs, and other access devices on termination of this lease. You will notify us immediately if you lose a key or lose or forget your combination, password, PIN, or other access device. You will pay us any reasonable costs that we incur as a result of such loss or forgetfulness; as a result of your failure to provide us with such keys, combinations, passwords, PINs, or other access devices on termination of this lease; as a result of our being required by law or court or administrative order to obtain forced entry; or as a result of our obtaining forced entry pursuant to the Remedies section of this lease.

**Court Orders and Litigation Expenses.** We have no obligation to challenge the validity of, and are entitled to comply with, any court or administrative order with respect to the safe deposit box or its contents. You will pay our reasonable expenses, including attorneys' fees, in the event we become involved in a dispute or litigation concerning the safe deposit box or its contents.

**Hold Harmless.** You will indemnify and hold us harmless with respect to your actions regarding the safe deposit box and its contents; with respect to the actions of any attorney in fact; with respect to the actions of any former attorney in fact occurring before we receive actual notice of the facts ending the former attorney in fact's authority; and with respect to any disposition of safe deposit box contents we make pursuant to this lease or the requirements of law.

Termination, Vacation, and Removal of Contents. Unless otherwise provided by law:

- (a) Either you (or any of you) or we can terminate the lease for default by written notice, which will be immediately effective;
- (b) Either you (or any of you) or we can terminate the lease for any other reason by 30 days advance written notice; and
- (c) Upon termination, you will immediately vacate the safe deposit box and remove all its contents.

Any of you can sign the Termination Acknowledgment section of this lease on behalf of all of you. If we terminate the lease for any reason other than default, you will be entitled to a refund of any unearned portion of the rent paid in advance not used to satisfy any other lease indebtedness. You will not be entitled to a refund of rent for any other reason.

**Remedies.** We are entitled to all the remedies for default that are available under law and to the extent permitted by law to the remedies available to a bank, trust company, or savings and loan association (even if we aren't one of these entities) under RS.Mo. sections 362 .485(2)(a) and (b) and 369.192(2) and (3), which can be summarized as follows:

We shall have a lien on the contents of any safe deposit box. If you do not pay the rent within thirty days after the rent is due, then we will give you not less than sixty days' written notice, personally or by registered or certified mail delivered to the latest address shown on our records, of our intention to sell the contents of the box for the payment of rent and expenses. We may then open the box forcibly and remove the contents in the presence of two of our employees, one of whom shall be an officer. We will then retain the contents for at least ninety days and then may sell any part or all of such contents at public sale by giving notice of the intended sale in the same manner as notice is required by RS.Mo. chapter 493 for two successive weeks in a newspaper qualified to publish such notice. We will retain from the proceeds of sale the rental due to us, the costs of opening and repairing the box, and the costs of sale. Any remaining balance shall be disposed of in accordance with the provisions of RS. Mo. Sections 447.500 to 447.595.

If you do not surrender possession of any box within thirty days from the date of the termination of the lease, then we will give you at least sixty days' written notice, personally or by registered or certified mail delivered to the latest address shown upon our records, of our intention to enter the box, remove the contents and sell them. We may then open the box forcibly and remove its contents in the presence of two of our employees, one of whom shall be an officer. We will then retain such contents for at least ninety days thereafter and then may sell any part or all of the contents at public sale by giving notice of the sale as provided above. We will retain from the proceeds of sale the costs of opening and repairing the box, the costs of sale and any other amounts due to us. Any article, item, or document without apparent market value may be destroyed after two years from the date of giving or mailing the required notice. Any remaining balance shall be disposed of in accordance with the provisions of RS.Mo. sections 447.500 to 447.595.

We can report your defaults to credit bureaus and consumer reporting agencies.

**Suspension.** We can suspend access to our vault and your safe deposit box in the event of an emergency or to make alterations or repairs. Unless otherwise provided by law, we also can suspend such access in the event of legal issues, levies, attachments, garnishments, actions, or proceedings concerning the safe deposit box or its contents pending their resolution.

**Notices.** Except as otherwise provided by law, notices to us will not be effective until actually received, and notices to you will be effective on mailing, postage prepaid and properly addressed, whether or not actually received, provided we make a written record of the mailing at the time it occurs.

**Changes.** These Terms and Conditions, other than the right to terminate on 30 days advance written notice and your above stated right to a refund upon termination by us, can be changed by us upon 30 days advance written notice to you. No notice to you is required for changes to our security procedures, but we will provide you with information and guidance regarding them as indicated above.

**Miscellaneous.** This lease is governed by and subject to the laws of the United States and Missouri. Headings are not part of these Terms and Conditions and are for reference purposes only. This lease is the entire and only agreement between you and us concerning the safe deposit box.

# **PRIVACY POLICY**

FACTS	What does Southern Bank do with your personal information?				
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.				
WHAT?	The type of personal information we collect and share depends on the product or service you have with us. This information can include: • Social Security Number and Income • Account Balances and Payment History • Credit History and Credit Scores				
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Southern Bank chooses to share; and whether you can limit this sharing.				
	S WE CAN SHARE YOUR AL INFORMATION	DOES SOUTHERN BANK SHARE?	CAN YOU LIMIT THIS SHARING?		
such as to your acco	veryday business purposes - o process your transactions, maintain punt(s), respond to court orders and stigations, or report to credit bureaus	YES	NO		
	arketing purposes - to offer our and services to you	YES	NO		
For joint r companie	narketing with other financial	YES	YES		
	filiates' everyday business purposes - on about your transactions and es	YES	YES		
	filiates' everyday business purposes - on about your credit worthiness	NO	WE DON'T SHARE		
For affiliates to market to you		YES	YES		
For non-a	ffiliates to market to you	YES	YES		

#### TO LIMIT OUR SHARING

#### Call Toll Free 1-855-7272 or

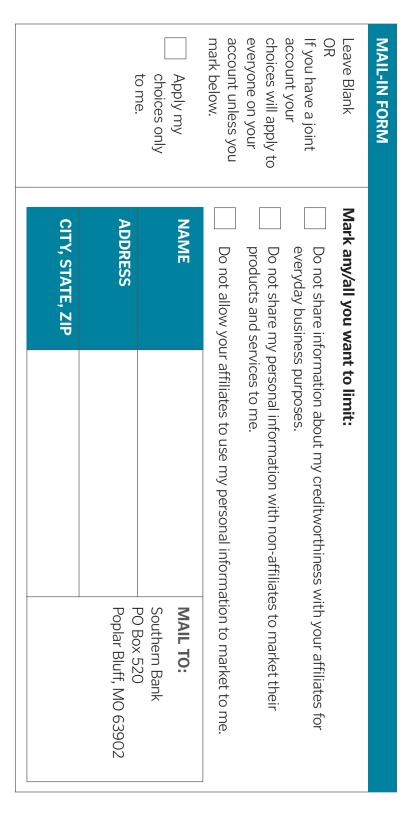
Go to www.bankwithsouthern.com or

#### Mail the form below

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

WHO WE ARE						
Who is providing this Notice?	Southern Bank   PO Box 520, Poplar Bluff, MO 63902					
WHAT WE DO						
How does Southern Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you.					
How does Southern Bank collect my personal information?	We collect your personal information, for example, when you •Open an account or deposit money •Pay your bills or apply for a loan •Use your credit or debit card We also collect your personal and information from others, such as credit bureaus, affiliates, or other companies.					
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates' everyday business purposes information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you</li> <li>additional rights to limit sharing.</li> </ul>					
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account unless you tell us otherwise.					

DEFINITIONS					
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. •Our affiliates include companies with a common corporate identity of Southern Bank name; financial companies, such as SB Real Estate Investments, LLC, nonfinancial companies such as Southern Insurance Services, LLC.				
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Non-affiliates we share with can include mortgage companies, direct • Marketing companies and non profit organizations.				
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. •Our joint Marketing partners include credit card companies.				



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# TRUTH IN SAVINGS

The following disclosures contain the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in these disclosures should be construed so that the singular includes the plural and the plural includes the singular.

# NON INTEREST-BEARING TRANSACTION ACCOUNTS:

# **SOUTHERN BASIC**

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$100.00 to open this account.

**MONTHLY SERVICE CHARGES:** A \$2.00 monthly service fee will be assessed. This monthly fee can be eliminated if one of the following criteria are met:

- Accepting your monthly statement electronically via online banking each month will eliminate the monthly service charge.
- Maintain a minimum daily balance of \$2,500 or greater will eliminate the monthly service charge.

**DORMANT/INACTIVE ACCOUNT INFORMATION:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**BANK FEES/CHARGES:** Additional fees and charges may be assessed against your account. See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

# **KEEPS SPENDING**

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$100.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$6.00 service charge will be imposed for each monthly statement cycle. This service charge can be eliminated if one or more of the following criteria are met:

- Enroll in electronic statements via online banking will reduce the monthly service charge by \$3.00,
- Use your Southern Bank Mastercard Debit Card at least 15 times per statement cycle will reduce the monthly service charge by \$3.00
- Maintain a minimum daily balance of \$5,000 or greater will eliminate the monthly service charge by \$6.00
- Complete both the first and second criteria listed above each month will entirely eliminate the monthly service charge.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**BANK FEES/CHARGES:** Additional fees and charges may be assessed against your account. See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

TRANSACTION LIMITATIONS: No transaction limitations apply to this account

#### FRESH START SPENDING

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$100.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$6.00 service charge will be assessed per monthly statement cycle. This monthly service charge can be reduced if the following criteria are met:

• Accepting your monthly statement electronically via online banking each month will reduce the monthly service charge by \$3.00.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**BANK FEES/CHARGES:** Additional fees and charges may be assessed against your account. See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information.

**TRANSACTION LIMITATIONS:** This is an E-Transaction account. Transactions are limited to electronic transactions or in person transactions only. I.e. No Checks may be used on this account. Unlimited in person and electronic transactions.

**ADDITIONAL INFORMATION:** Account is ineligible for Overdraft Protection. Account will be charged off if the account balance is below \$0 for 35 days or more. Account can become eligible for account upgrade to another product after 12 months of acceptable transaction and balance history.

# INTEREST-BEARING ACCOUNTS

The following applies to all interest-bearing transaction accounts, savings accounts, and money market accounts listed.

- **Rate Information:** Your interest rate and annual percentage yield may change. If the interest rate and annual percentage yield for your account depends on an applicable rate tier, the interest rate and annual percentage yield for these tiers may change.
- **Current Rate Information:** At our discretion, we may change the interest rate at any time. To obtain current rate and annual percentage yield information, please call (855) 452-7272.
- Limitations on Rate Changes: There are no maximum or minimum interest rate limits for these accounts.
- **Compounding and Crediting:** Interest will be compounded and credited monthly on Southern Elite, Southern Advantage, First Spending, Health Savings Account (HSA), Money Market Silver and Keeps Savings Accounts. Interest will be compounded quarterly on Southern Savings, First Savings, Youth Savings Accounts and First Time Home Buyers Savings. Interest is compounded annually on Christmas Club Accounts and paid by the third Friday in October each year. If you close your account before interest is credited, you will not receive the accrued interest.
- Accrual on Noncash Items: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- Bank Fees/Charges: Additional fees and charges may be assessed against your account. See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Fees and service charges may reduce earnings. If applicable, check printing fees vary by the style of check ordered.

# SOUTHERN SAVINGS See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$100.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$4.00 service charge will be imposed for each month of the quarterly statement cycle that the average daily balance falls below \$300.00 and if you receive paper statements. This service charge can be eliminated if one of the following criteria is met:

- Enroll in electronic statements via online banking, or
- Maintain an average monthly balance of \$300 or greater

You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a

preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

## SOUTHERN ELITE See demand rate sheet

**ELIGIBILITY REQUIREMENTS:** The primary account owner must be the age of 50 or older. First order of checks is free.

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$100.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$2.00 service charge will be imposed for each monthly statement cycle. This service charge can be eliminated if one of the following criteria are met:

- Enroll in electronic statements via online banking, or
- Maintain an average monthly balance of \$2,500 or greater

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

TRANSACTION LIMITATIONS: No transaction limitations apply to this account

**AVERAGE DAILY BALANCE:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle. The period we use is 365/365.

### CHRISTMAS CLUB See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$3.00 to open this account.

MONTHLY SERVICE CHARGE: There are no monthly service charges for this account.

VARIABLE RATE INFORMATION: To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. Rates are subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month. You can make withdrawals from the plan prior to maturity however you will forfeit any interest earned. The last day a deposit can be made is on the 2nd Friday of October each year.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

**ADDITIONAL TERMS:** By the 3rd Friday of October of each year the principal balance in the account, plus interest, will be credited to a Southern Bank deposit account. A Southern Bank checking/savings/money market account is required for the annual deposit.

### **KEEPS SAVINGS** See demand rate sheet

MINIMUM BALANCE REQUIREMENT: There is no minimum deposit required to open this account.

**MONTHLY SERVICE CHARGE:** A \$3.00 service charge will be imposed for each month of the quarterly statement cycle. This service charge can be eliminated if all of the following criteria are met:

- Enroll in electronic statements via online banking,
- Must have at least one Chump Change deposit transfer from Keeps Spending per month, and
- No more than 3 withdrawals a month.

You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**QUALIFICATIONS:** To earn tiered rate and avoid service charge the customer must meet the following criteria: E-statement delivery AND must have at least one Chump Change deposit transfer from Keeps Spending per month AND no more than 3 withdrawals a month. Depositor is required to open a Keeps Spending account. If qualifications are not met the interest rate earned on the entire average daily balance in the account will be 0.25% resulting in an APY of 0.25%.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

#### SOUTHERN ADVANTAGE See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$500.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$5.00 service charge will be imposed for each monthly statement cycle. This service charge can be eliminated if one of the following criteria are met:

- Enroll in electronic statements via online banking,
- Maintain an average balance of \$5,000 or greater

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

TRANSACTION LIMITATIONS: There are no transaction limits for this account.

**QUALIFICATIONS:** To earn the Annual Percentage Yield stated on the Demand Deposit Rate Sheet, the following must be in place and all transactions and activities must post and settle to your account during the Monthly Qualification Cycle: Minimum 20 or more debit card transactions must posted and settle AND Minimum one direct deposit or one auto debit (ACH) must post and settle. If qualifications are not met the interest rate earned on the entire average daily balance in the account will be 0.05% resulting in an APY of 0.05%.

**AVERAGE DAILY BALANCE:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle. The period we use is 365/365.

### MONEY MARKET SILVER See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$1,000.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$6.00 service charge will be imposed for each monthly statement cycle. This service charge can be eliminated if both of the following criteria are met:

- Enroll in electronic statements via online banking, and
- Maintain a minimum balance of \$1,000 or greater

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six(6) withdrawals or transfers from your account each month. You will be charged \$2.00 each for any withdrawals or transfers over six (6) per month.

**AVERAGE DAILY BALANCE:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle. The period we use is 365/365.

## YOUTH SAVINGS See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$25.00 to open this account.

**MONTHLY SERVICE CHARGE:** A \$2.00 service charge will be imposed for each month of the quarterly statement cycle if the average daily balance for the cycle falls below \$25. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**QUALIFICATIONS:** The primary account owner must be the age of 17 or younger and be the primary account owner on the Youth Savings Account. This account will change to a Southern Savings at the time the minor account holder reaches the legal age of 18.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

**ADDITIONAL TERMS:** When the minor reaches the legal age of 18 we will direct market to the account owner and direct them to convert their account. After 90 days if the account owner has not converted, it will be converted to Southern Savings Account.

#### FIRST SPENDING See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit at least \$5.00 to open this account.

MONTHLY SERVICE CHARGE: There are no monthly service charges for this account.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**TRANSACTION LIMITATIONS:** Debit Card Details: Daily ATM Limit: \$100 Velocity Limit 2, Daily POS Limit \$100 Velocity Limit 10, P2P Funding Limit: \$100 Velocity Limit 2, P2P Receiving Limit: \$100 Velocity Limit 2. These limits are designed to be managed by the joint owner via CardValet by setting restrictions for the minors. As the minor grows older/ mature, limits may be changed at the joint owner's request. Velocity Limit = Total # times the Debit Card may be used in one day for the specific transaction type. POS= Point of Sale; P2P= Person to Person

**QUALIFICATIONS:** The primary account owner must be the age of 17 or younger and be the primary account owner on a First Spending Account. A parent or legal guardian is required to be a Joint Owner on the account. Depositor is required to open a First Savings account to receive interest paid on the First Spending account.

**AVERAGE DAILY BALANCE:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle. The period we use is 365/365.

ADDITIONAL TERMS: No Checks; Debit Card only. Earnings are automatically posted to your First Savings Account. No NSF fees (No ODP limits) assessed. When the minor reaches the legal age of 18, we will direct market to the account owner and direct them to convert their account. The account will be converted to a Southern Transaction Account if the account owner has not converted to another type account within 90 days of reaching age 18.

#### FIRST SAVINGS See demand rate sheet

MINIMUM BALANCE REQUIREMENT: There is no minimum deposit required to open this account

**MONTHLY SERVICE CHARGE:** A \$2.00 service charge will be imposed for each month of the quarterly statement cycle if the average balance falls for the cycle falls below \$25. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month. **VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**QUALIFICATIONS:** The primary account owner must be the age of 17 or younger and be the primary account owner on a First Savings Account. A parent or legal guardian is required to be a Joint Owner on the account. Depositor is required to open a First Spending account.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

**ADDITIONAL TERMS:** When the minor reaches the legal age of 18 we will direct market to the account owner and direct them to convert their account. The account will be converted to a Southern Transaction Account if the account owner has not converted to another type account within 90 days of reaching age 18.

### HEALTH SAVINGS ACCOUNT See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$1.00 to open this account.

MONTHLY SERVICE CHARGE: There are no monthly service charges for this account.

VARIABLE RATE INFORMATION: To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. Rates are subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 24 months of inactivity.

TRANSACTION LIMITATIONS: No transaction limitations apply to this account

**AVERAGE DAILY BALANCE:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the statement cycle and dividing that figure by the number of days in the cycle. The period we use is 365/365.

**ADDITIONAL TERMS:** Your HSA can be accessed by check (charge for checks applies) or debit card (free). Non-standard withdrawals are charged \$10.00 each - includes Excess Contribution, and Corrections of Prohibited Withdrawals or Transfers.

#### FIRST TIME HOME BUYERS SAVINGS See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$100.00 to open this account.

MONTHLY SERVICE CHARGE: There are no monthly service charges for this account.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed on the Demand Rate Sheet, you must maintain a minimum average daily balance of \$0.01. Rates are subject to change at any time.

**DORMANT/INACTIVE ACCOUNT:** A dormant account fee of \$2.00 per month will be charged after 12 months of inactivity.

**TRANSACTION LIMITATIONS:** During any month you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You may make only six (6) withdrawals or transfers from your account each month. You will be charged \$1.00 each for any withdrawals or transfers over six (6) per month.

**DAILY BALANCE METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is 365/365.

### **INTEREST CHECKING** See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$100.00 to open this account.

**MONTHLY SERVICE CHARGES:** The following monthly service charges will apply to your account:

No monthly service charge if the average balance is \$500.00 or above. \$6.00 per month if the average balance is between \$200.00 and \$499.99. \$7.00 per month if the average balance is \$199.99 or less.

**VARIABLE RATE INFORMATION:** To obtain the annual percentage yield disclosed, you must maintain a minimum average daily balance of \$0.01. Rates are subject to change at any time. This is tiered rate account. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT INFORMATION:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**FEES AND CHARGES:** The following fees and charges may be assessed against your account:

See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

**TRANSACTION LIMITATIONS:** No transaction limitations apply to this account. Free one order of specialty checks per year.

# **BUSINESS ACCOUNTS**

## SMALL BUSINESS FREE CHECKING

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$100.00 to open this account.

MONTHLY SERVICE CHARGES: FREE of monthly service charges

**DORMANT/INACTIVE ACCOUNT INFORMATION:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**FEES AND CHARGES:** The following fees and charges may be assessed against your account:

See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

**TRANSACTION LIMITATIONS:** You will have 400 free transactions during each statement period. Transaction items are checks paid, checks deposited, ACH credits and ACH debits. A transaction fee of \$0.15 will be accessed for all transactions over the 400.

### SMALL BUSINESS INTEREST CHECKING See demand rate sheet

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$100.00 to open this account.

**MONTHLY SERVICE CHARGES:** The following monthly service charges will apply to your account:

\$6.00 per statement cycle if the average daily balance for the cycle falls below \$500.

VARIABLE RATE INFORMATION: To obtain the annual percentage yield disclosed, you must maintain a minimum average daily balance of \$0.01. Rates are subject to change at any time. This account is a tiered rate account. This account is a tiered rate account and subject to change at any time.

**DORMANT/INACTIVE ACCOUNT INFORMATION:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**FEES AND CHARGES:** The following fees and charges may be assessed against your account:

See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

TRANSACTION LIMITATIONS: No transaction limitations apply to this account.

## **COMMERCIAL CHECKING**

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$500.00 to open this account.

**MONTHLY SERVICE CHARGES:** The following monthly service charges will apply to your account:

\$7.00 per statement cycle will be charged if the average daily balance falls below \$1,000.

**DORMANT/INACTIVE ACCOUNT INFORMATION:** A dormant account fee of \$5.00 per month will be charged after 12 months of inactivity.

**FEES AND CHARGES:** The following fees and charges may be assessed against your account:

See Account Service Fee Schedule for a list of Bank fees. See Discretionary Overdraft Privilege Disclosure for overdraft fee information. Check printing fees vary by the style of check ordered.

**TRANSACTION LIMITATIONS:** Account fees are figured based on account analysis. The earnings credit allowance on deposit balances may offset fees.

# CERTIFICATE OF DEPOSIT/ IRA ACCOUNTS TRUTH IN SAVINGS DISCLOSURE

Along with our normal certificate of deposits, we currently offer Regular, Roth, and SEP Individual Retirement Accounts with maturities from 6 months through 60 months.

**MINIMUM BALANCE REQUIREMENT:** You must deposit a minimum of \$1,000.00 to open a Regular CD or IRA.

**RATE INFORMATION:** The account is an interest-bearing account. You must maintain a minimum daily balance of \$1,000.00 in a Regular IRA or Roth IRA certificate account or \$100,000 in a Jumbo CD or Jumbo IRA account to obtain the disclosed annual percentage yield. The interest rate and annual percentage yield may change at maturity. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). If you close your account before interest is credited on your next earnings date, you will not receive the accrued interest.

**COMPOUNDING AND CREDITING FREQUENCY:** Unless otherwise agreed upon at account opening, interest will be added to the account quarterly if the maturity term is 12 months or greater. For maturity terms less than 12 months, interest is added to the certificate at maturity. If compounding occurs during the term and the interest is withdrawn prior to maturity, it will affect the annual percentage yield, as the APY provided assumes interest remains on deposit until maturity. Any withdrawal will reduce earnings.

**DAILY BALANCE COMPUTATION METHOD:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest will be calculated on collected balances.

**TRANSACTION LIMITATIONS:** You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only with authorization from us. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account. The annual percentage yield assumes that interest remains on deposit until maturity and a withdrawal will reduce earnings. With proper documentation, we will honor a request for withdrawal without penalty in cases where a depositor has died or been judicially declared incompetent. Regulations allow withdrawal of all funds from the IRA within seven days after establishment; however, the depositor shall forfeit all interest earned at the normal (simple interest) rate being paid on the deposit.

**TIME ACCOUNT INFORMATION:** Your account will mature according to the length of time selected at account opening. If you withdraw any of the principal before the maturity date, we will impose a penalty for: Regular CD, Regular IRA, Roth IRA, SEP IRA, and Jumbo CD or Jumbo IRA as follows:

**TERM:** Penalty: Early withdrawal penalties will equal 90 days interest on amount withdrawn for terms 12 months or less or 180 days interest on amount withdrawn for terms greater than 12 months. The annual percentage yield assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

# DEMAND RATE SHEET Effective 12.28.2022

Туре	Low Range (to earn APY)	<b>High Range</b> (to earn APY)	Interest Rate	Annual Percentage Yield (APY)
Interest Checking	\$0.01	And above	0.15%	0.15%
*Southern Advantage	\$0.01	\$15,000.00	1.99%	2.01%
	\$15,000.01	\$25,000.00	1.99%	2.01%
	\$25,000.01	And above	0.05%	0.05%
Southern Elite	\$0.01	\$10,000.00	1.01%	1.01%
	\$10,000.01	And above	0.10%	0.10%
*First Spending	\$0.01	\$100.00	10.00%	10.00%
	\$100.01	And above	0.15%	0.15%
Small Business	\$0.01	\$25,000.00	0.15%	0.15%
Interest	\$25,000.01	\$100,000.00	0.15%	0.15%
	\$100,000.01	\$250,000.00	0.15%	0.15%
	\$250,000.01	And above	0.15%	0.15%
Money Market	\$0.01	\$15,000.00	0.25%	0.25%
Silver	\$15,000.01	\$25,000.00	0.50%	0.50%
	\$25,000.01	\$50,000.00	0.75%	0.75%
	\$50,000.01	\$100,000.00	1.00%	1.00%
	\$100,000.01	\$250,000.00	1.60%	1.60%
	\$250,000.01	\$500,000.00	1.60%	1.60%
	\$500,000.01	And above	1.60%	1.60%
Christmas Club	\$0.01	And above	0.25%	0.25%
Home Buyers Saving	\$0.01	And Above	0.50%	0.50%
Health Savings Accour		And above	0.15%	0.15%
*Keeps Savings	\$0.01	\$5,000.00	1.00%	1.00%
	\$5,000.01	\$10,000.00	1.00%	1.00%
	\$10,000.01	And above	0.05%	0.05%
Southern Savings	\$0.01	\$25,000.00	0.25%	0.25%
	\$25,000.01	\$100,000.00	0.25%	0.25%
	100,000.01	\$250,000.00	0.25%	0.25%
	\$250,000.01	And above	0.30%	0.30%
*First Savings	\$0.01	\$25,000.00	0.25%	0.25%
	\$25,000.01	\$100,000.00	0.25%	0.25%
	\$100,000.01	\$250,000.00	0.25%	0.25%
	\$250,000.01	And above	0.30%	0.30%
Youth Savings	\$0.01	\$15,000.00	0.25%	0.25%
	\$15,000.01	And above	0.25%	0.25%

\*Account requires qualification(s) to earn the rates and APY's listed.

**For all accounts:** For all accounts listed, please see the specific product Interest Account Truth in Savings Disclosure for exact product qualification requirements, if any, and all other account requirements.



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