

Consumer Online Account Opening Disclosure Packet ZYNLO Bank, a Division of PeoplesBank, Holyoke, MA **Member FDIC** 

Effective November 1, 2025

#### **Terms and Conditions**

General Account Terms and Conditions

Substitute Check Policy

Funds Availability Policy Disclosure

**Electronic Funds Transfer Disclosure** 

# Truth In Savings Disclosure Checking Accounts

**Today Spending Account** 

More Spending Account with ZYNG

Addendum for More Spending Account New Customer Promotion

Addendum for More Spending Account Holiday Promotion

# **Money Market Accounts**

acrew HomeSavings by ZYNLO

**ZYNLO Money Market Account** 

ZYNLO More Money Market Account

# **Savings Accounts**

Tomorrow Savings Account with ZYNG

# **Certificate of Deposit Accounts**

**ZYNLO 6 Month Certificate of Deposit** 

**ZYNLO 12 Month Certificate of Deposit** 

ZYNLO 18 Month Certificate of Deposit

ZYNLO 24 Month Certificate of Deposit

# **Online Banking Agreement**

Online Banking Agreement

#### Fee Schedule

**Personal Accounts** 

Fees could reduce your earnings on your account. All accounts are subject to ZYNLO Bank approval.



#### **ZYNLO ONLINE ACCOUNT OPENING TERMS AND CONDITIONS**

#### **GENERAL ACCOUNT TERMS**

**Definitions.** Throughout these terms and conditions ("Terms"), these terms have the following meaning:

- "You," "your," and "account owner" refer to the customer whether or not there are one or more customers named on the account.
- "We," "our," and "us" refer to the Bank, ZYNLO BANK.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

#### 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.



You understand that the following Terms and any other documents applicable to your account that are provided to you govern your account with us. You understand that your account is also governed by applicable law. These Terms include the fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. These Terms may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other provisions change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. You acknowledge and agree to these Terms governing your account with us and you accept these Terms by using any of your deposit account services.

**Account Ownership Descriptions.** These rules apply to this account depending on the form of ownership, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership, except as they determine to whom we pay the account funds.

**Individual Account.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

Individual with In Trust For Account. An In Trust For account permits one or two account owner(s) (trustee(s)) to transfer the account (trust) funds to named beneficiaries. The name, address and date of birth of such beneficiaries are required. If two trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. The trustee(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. The trustee(s) may withdraw all or part of the funds at any time. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving the trustee, or if there are two trustees upon the death of both trustees. If two or more beneficiaries survive the trustee(s), then they will be entitled to equal shares of the account without a right of survivorship, unless otherwise indicated. If the beneficiaries do not survive the trustee(s), then the trust shall terminate and title to the account shall vest in the surviving trustee(s). In that case, it will be treated as an individual account and, on the death of the account owner, ownership passes as part of the party's estate. Each claiming beneficiary or his representative shall provide such identification and other information as we may request, and any withdrawals or payments made by us in compliance with state law shall fully discharge our liability to all persons.

Joint with Right of Survivorship and In Trust For Account. An In Trust For account permits one or two account owner(s) (trustee(s)) to transfer the account (trust) funds to named beneficiaries. The name, address and date of birth of such beneficiaries are required. If two trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. The trustee(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. The trustee(s) may withdraw all or part of the funds at any time. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving the trustee, or if there are two trustees upon the death of both trustees. If two or more beneficiaries survive the trustee(s), then they will be entitled to equal shares of the account without a right of survivorship, unless otherwise indicated. If the beneficiaries do not survive the trustee(s), then the trust shall terminate and title to the account shall vest in the surviving trustee(s). In that case, it will be treated as an individual account (if there is one surviving trustee) or as a joint account with right of survivorship (if there is more than one surviving trustee), in the name(s) of the surviving trustees, rather than an In Trust For account. Each claiming beneficiary or his representative shall provide such identification and other information as we may request, and any withdrawals or payments made by us in compliance with state law shall fully discharge our liability to all persons.

**Joint With Right of Survivorship Account.** The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

**Joint Without Right of Survivorship Account.** The tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as tenants in common and that there shall not be a right of survivorship



between the tenants. Upon the death of a tenant, we may pay the decedent's share of the account to his or her estate. If there is more than one surviving tenant, then between the surviving tenants, the account shall continue to be held as a joint account without right of survivorship. When there is only one surviving tenant, the account shall be treated as an individual account.

**Tenancy By The Entirety.** The joint account (account owners) agree that all funds deposited now or in the future in this account shall be held as a tenancy by the entirety. There is a right of survivorship between the two joint tenants and the account is not held as tenants in common. The account owners have indicated that they are married to each other. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant and thereafter be treated as an individual account.

**Accounts for Minors.** If an account is established for a minor as a joint account with an owner who has reached the age of majority in accordance with state law, they are jointly and severally liable to us for any returned Item, overdraft, or unpaid amount on such account and for any related fees and charges. We may pay funds directly to the minor regardless of their age. Unless a parent or guardian is an account owner, the parent or guardian will not have access to the account. We have no duty to inquire about the use or purpose of any transaction except as required by applicable law. We may not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

**Your Choice of Account.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**Authorization To Obtain Information.** You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit and consumer reporting agencies, to verify your eligibility for the account, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

**Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**Financial Exploitation.** As permitted by law, we may act or decline to act to prevent, stop, or mitigate financial exploitation of an adult. For example, we may (1) delay, decline, or place a hold on a transaction or disbursement involving the adult; (2) approve or deny other requests or modifications to the account, such as a transfer of funds, change in ownership, or change in beneficiaries; or (3) notify a third party of the financial exploitation. We will not be liable for the actions we take on the account if we acted in good faith and exercised reasonable care. For purposes of this section, "adult" means vulnerable adult, elder adult, senior adult, eligible adult, or other person as defined by applicable law.

**Authorized Signer (Agent) Designation.** If you have designated an agent, your named agent may make account transactions for you but has no ownership or rights at death unless named as an In Trust For (ITF) beneficiary. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

**Community Property.** When the account is a joint account between two parties authorized by law to hold community property together and the account is titled as joint tenants with right of survivorship, the account will be



owned by the parties who fund the account with community property and hold the property with right of survivorship. Upon the death of either party, the property will vest in and belong to the surviving party. If the account is titled without an indication that it is owned as joint tenants with rights of survivorship, the account will be owned by the parties and all property in the account, including earnings, will be held as community property without right of survivorship; and upon the death of either party, one-half of the property will vest in and belong to the estate of the deceased party. If you are residing in a community property state, you and your spouse may be required to complete additional documentation if your spouse is not an account owner on the joint account or designated as your primary beneficiary on the account.

**Multiple Account Owners.** If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of required signatures must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**Transaction Limitations.** Your account may be subject to transaction limitations. Please refer to these Terms or Transaction Limitations, other disclosures to understand which transaction limitations, if any, apply to your account.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days", or "not valid for more than \$1,000.00."

**Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**Verifying Funds Availability For Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**Check Safekeeping.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. At your request, we will provide without charge up to 25 canceled instruments or legible copies of the fronts and backs thereof per calendar year. Additional check copies may be subject to a fee, as indicated in the fee schedule or other disclosures. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**Your Responsibility For Back of Check.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to



ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at ZYNLO BANK only."

**Remotely Created Checks.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**Withdrawals.** Deposits will be available for withdrawal consistent with these Terms or other disclosures. Withdrawals may be subject to a service charge.

**Deposits.** You may make a deposit into your account by any method we make available via the ZYNLO Mobile Deposit Service, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to these Terms. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item,



and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

Statements and Notices. You will receive monthly statements for your ZYNLO Bank Account(s), reflecting account activity for each Statement Period. We will do the same with respect to notices regarding your Account. Periodic statements for your ZYNLO Bank checking accounts, saving accounts, money market accounts and certificate of deposit accounts (subject to this Agreement) for each Statement Period as well as account notices will be made available to you within the ZYNLO Online Banking and ZYNLO Mobile Deposit Service where they will be available to view, download and print. They will not be mailed to you in paper form. The account owner who receives this statement is the agent for his/her co-account owner(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the In Case of Errors or Questions About Your Transactions provision in the Electronic Funds Transfer Policy as included in these Terms will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect e-mail address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper e-mail address.

**ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the Commonwealth of Massachusetts. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of Massachusetts.

**Direct Deposits.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of



government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

# Stop Payments.

**Stop Payment on Checks.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for 6 months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. If we have not disclosed this cutoff time to you elsewhere, you may ask us about the cutoff time.

**Stop Payment on EFT Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an EFT debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### Non-Sufficient Funds and Overdrafts.

**How We Decide To Pay An Item or Debit - Available Balance.** We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, deposit holds, and holds on debit



card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees - Actual (Ledger) Balance.** If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item For Non-Sufficient Funds.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non- sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re- presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

**Processing Order.** We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

We process and post transactions in the order that they are received during each Business Day and before the noted cutoff time. In some cases, transactions may be batched. Processing data in a "batch" occurs when a data file contains multiple entries instructing the Bank to either credit or debit your account. When transactions are batched, we will process all credit transactions in a batch prior to processing and posting any debit transactions in the same batch. For debit transactions within a batch, we will post the debits in a batch in ascending order. This means we will post from low to high in transaction amounts. On-us checks will be posted by check number. In some cases, an item may be rejected for processing and posting at the time it is received, such as in the event that the account is on hold or an NSF is posted. In these instances, these items will be processed after any batched and on-us items have been processed and posted. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**Signatures.** You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of



each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**Payment of Interest.** Interest will be calculated and paid in accordance with these Terms or other disclosures provided to you at the time you opened the account.

**Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements included in the Truth in Savings Disclosure and these Terms. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or provide us with other protection. We may require that account changes requested by any account owner, such as adding or closing an account or service, be evidenced by a signed document that evidences a change to an account and accepted by us. You and any surviving owner or beneficiary agree to indemnify and hold us harmless from any claim or liability asserted against us as a result of the disposition of funds in reliance on these Terms and any account designations of yours.

**Withdrawal Notice Requirements.** We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

**Set-Offs and Security Interests.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under these Terms (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court, or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account owners. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in these Terms or other disclosures.

**Dormant/Inactive Accounts.** You understand that we may charge you fees if your account is dormant or inactive and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**Attorneys' Fees and Expenses.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Legal Process Against Account. You agree to be responsible for, to reimburse us, and/or have your account



charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us shall affect or preclude our future exercise of that right, remedy, power or privilege.

**Your Waiver of Notice.** You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**Notice.** You are responsible for notifying us of any address or name changes, death of an account owner, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**Liability.** If we do not properly complete a transaction according to these Terms, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of these Terms. Any conflict regarding what you and our employees say or write will be resolved by reference to these Terms.

**Taxpayer Identification Number and Backup Withholding.** You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of interest and certain other payments.

**Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

**Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.



**Amendments and Alterations.** Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account owners.

**Severability.** If a court for any reason holds a provision of these Terms to be unenforceable, the rest remains fully enforceable. All headings are intended for reference only and are not to be construed as part of these Terms.

**Enforcement.** You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow these Terms. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce these Terms, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions.

**Effective Applicable Laws and Regulations.** You understand that these Terms are governed by the laws of Massachusetts, except to the extent that federal law is controlling. Changes in these laws and regulations may modify these Terms. We do not have to notify you of these changes, unless required to do so by law. If any of these Terms come into conflict with the applicable law and are declared to be invalid or unenforceable, they will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

# **Certificate of Deposit Account Terms:**

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability, and date of maturity are specified on the Certificate and in these Terms or other disclosures provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and in these Terms or other disclosures and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

**Withdrawal Prior To Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in these Terms or other disclosures.

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless otherwise described in these Terms or other disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in these Terms or other disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in these Terms or other disclosures.

**Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. When applicable to your Certificate, the grace period following the maturity date is described in these Terms or other disclosures.

**Notice of Potential Disclosure of Negative Information To Consumer Reporting Agencies** This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

**Notice** 

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



#### SUBSTITUTE CHECK POLICY

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 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (844)996-5622 or Mail at: ZYNLO BANK

P.O. Box 267 Powell, OH 43065

Email at: <a href="mailto:support@zynlobank.com">support@zynlobank.com</a>

You must contact us within 60 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 and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check. Providing the date of the check and the date the funds were withdrawn from your account will also help streamline your claim.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.



#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

# Your Ability to Withdraw Funds.

This policy statement applies to all deposit accounts. Our policy is to delay the availability of funds from your cash deposits and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. Items presented for Mobile Deposit are not subject to Part B of Reg CC addressing funds availability. We may in our sole discretion, and without liability to you, refuse any transaction (including checks) for any or no reason or elect to take a check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. **U.S. Treasury checks are not eligible for mobile deposit.** 

# **Determining the Availability of Your Deposit.**

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

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

# Same-Day Availability.

Funds from the following deposits to your account will be available on the day we receive the deposit:

- Electronic direct deposits.
- Payroll checks.
- Wire transfers.

# **Availability of Other Check Deposits.**

The first \$275.00 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if \$275.00 is initially made available to you and if you deposit a check of \$700.00 on Monday, \$275.00 of the deposit will be available on Tuesday. The remaining \$425.00 will be available on Wednesday.

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.

# **Longer Delays May Apply.**

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 \$6,725 on any one 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 ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.



# **Special Rules for New Accounts.**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

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 \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the seventh business day after the day of your deposit.

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



#### **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The Electronic Fund Transfer Act and Regulation E require 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 (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below. For purposes of this disclosure, "Business Day" means Every day is a business day except Saturdays, Sundays, and federal holidays.

#### **Electronic Fund Transfer Services Provided**

**Debit Card Services.** The services available through use of your Debit Card are described below.

#### debit card Services:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

#### **ATM Services.**

**Network.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. You may access your Debit Card through the following network(s): PLUS, and additional VISA networks.

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

**Other ATM Services.** In addition, you may perform the following transactions: At ATMs participating in the Allpoint Network, you will not be charged a fee for balance inquiries or cash withdrawals.

**Point of Sale Transactions.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your 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 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. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

· debit card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under these Terms.

**Authorization Holds.** An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization



hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

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

**Services Provided Through Use of Telephone Transfers.** You may perform the following functions through use of Telephone Transfers:

- You may initiate transfers of funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s).

For questions or more information, call us at: 1-844-996-5622

#### **Preauthorized Transfer Services.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savings account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

**Services Provided Through Use of ZYNLO Online Banking Services & ZYNLO Mobile Deposit Service.** ZYNLO BANK offers its customers use of our ZYNLO Online Banking Services & ZYNLO Mobile Deposit Service service. You may access your account(s) by computer using your user identification, your password and internet access; or via the mobile web (or mobile app) using your user identification, your password, and a mobile device, to:

- transfer funds between checking and savings
- make payments from checking to third parties
- get information about:
- deposits to checking or savings accounts
- withdrawals from checking or savings account

**Electronic Check Conversion.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

# Limitations On Transactions. Transaction Limitations - debit card.

Cash Withdrawal Limitations. You may withdraw up to \$550.00 through use of ATMs in any one day.

**Point of Sale Limitations.** You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service.

**Other Withdrawal Limitations.** Debit card transaction limits per day are either as stated above or based on your predetermined withdrawal limits.

#### Other Limitations.

• These Terms 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.

# **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, 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:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at 1-844-996-5622 to find out whether or not the deposit has been made.

**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 your 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 ZYNLO 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 time through the ZYNLO Online Banking Services & ZYNLO Mobile Deposit Service.

Rights Regarding Your Ability to Stop Payment. Unless otherwise provided in these Terms, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in these



Terms, effectively eliminate your ability to stop payment of the transfer.

# **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 of the payments. To stop a payment,

call us at: 1-844-996-5622 or write to: ZYNLO BANK P.O. Box 267 Powell, OH 43065

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, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**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 before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**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, PIN, or internet banking access code has been lost or stolen.

call us at: 1-844-996-5622

(Monday to Friday from 8:00 AM to 10:00 PM EST, Saturday and Sunday from 10:00 AM to 2:00 PM EST Excluding Federal Holidays)

or

write to: ZYNLO BANK P.O. Box 267 Powell, OH 43065

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 used without permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your Debit Card or PIN or internet banking access code.

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 may not get back any money in your account, 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 a hospital stay) kept you from telling us, 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 Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM 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,

call us at: 1-844-996-5622 or write to: ZYNLO BANK P.O. Box 267 Powell, OH 43065

or

email us at: <a href="mailto:support@zynlobank.com">support@zynlobank.com</a>

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 ZYNLO BANK no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- 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.
- The dollar amount of the suspected error.

If you provide oral notice, you will 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 (20) business 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. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

**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, 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 ZYNLO 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:

- 1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- 2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant: or
- 3. In order to comply with government agency or court orders; or
- 4. If you give us your permission in a record or writing.

Amending or Terminating this Agreement. We may change or amend this agreement and those portions of the Fee Schedule included in these Terms, which relate to EFT services, at any time upon at least 21 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 us of the fact prior to the effective date of the change or amendment and cancel this agreement. We may cancel this agreement at any time without giving you prior notice. If either of us cancel this agreement at any time, you shall surrender any card and you may no longer use any of our EFT services other than automated clearing house transfer services.

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

**Safety Precautions For ATM Terminal Usage.** 

- Have your Debit Card ready to use when you reach the ATM. 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 usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM 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 ATMs 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 ATMs, 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 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 location.

# **Additional Provisions**

Your account is also governed by the terms and conditions of other applicable agreements between you and ZYNLO BANK. Please refer to Truth in Savings Disclosure for further information on accounts accessible through Electronic Fund Transfers.



# **Today Spending Account**

Minimum Balance Requirements. No minimum balance requirements apply to this account.

**Transaction Limitations.** No transaction limitations apply to this account.

**Additional Information Regarding Your Account.** 

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# More Spending Account with ZYNG

**Eligibility Requirements.** Limited to one More Spending Account per customer. To qualify for this account, you must not have maintained a ZYNLO checking (spending) account within the 30 calendar days prior to the account opening date. **Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

# **Minimum Balance Requirements.**

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no monthly maintenance service charge, regardless of your balance.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** No transaction limitations apply to this account.

# **Additional Information Regarding Your Account.**

**ZYNG ROUND UP AND MATCH TERMS AND CONDITIONS.** "ZYNG" is an add-on feature available on an eligible Today Spending Account or More Spending Account when you also have a Tomorrow Savings Account. The ZYNG feature includes two components: a round up component that is based on debit card point-of-sale purchases from your Today Spending Account or More Spending Account, and a matching savings component credited by ZYNLO to your Tomorrow Savings Account. The round up component initiates an automatic transfer to your Tomorrow Savings Account when you use your ZYNLO debit card for point-of-sale purchases. The amount of the transfer is equal to the difference between the amount of your debit card point-of-sale purchase transaction and the next full dollar amount (the "change"). So, when you use your ZYNLO debit card for a point-of-sale purchase, ZYNLO "rounds up" the amount of the purchase and transfers the change from your Today Spending Account or More Spending Account to your Tomorrow Savings Account. The matching savings component, described below under the heading "Account Matching," initiates a credit to your Tomorrow Savings Account when ZYNLO transfers the change from a point- of-sale purchase to your Tomorrow Savings Account. Only debit card point-of-sale transactions are eligible for ZYNG.

Enrollment is available during the account opening process only and requires that you open both a Today Spending Account or More Spending Account and a companion Tomorrow Saving Account. In order to be eligible for the ZYNG feature, the tax owner and non-tax owners of the accounts must be identical on both the Today Spending Account or More Spending Account and the Tomorrow Savings Account. In addition, you must also agree to enroll for our eDocuments service, which will be used to deliver electronic versions of your statements and other important account notices to you. Please note that you must contact ZYNLO to cancel your ZYNG service. You may do so by calling 1-844-996-5622. If you later choose to cancel the eDocuments service, your ZYNG service will be automatically cancelled.

You must have sufficient available funds in your Today Spending Account or More Spending Account to initiate a ZYNG transaction. We will not transfer the change from a round up if the amount of the change is more than the amount of your available balance in your Today Spending Account or More Spending Account, nor will we initiate an account match if an eligible round up transaction does not occur due to insufficient available funds. It is possible to create insufficient funds on your Today Spending Account or More Spending Account as a result of ZYNG automatic round up transactions. Transfers to your Tomorrow Savings Account occur in real time once the qualifying debit card point-of-sale transaction has been processed through your account and therefore reduced the amount of available funds as a result. It is important that you keep track of your account transactions and the balance of available funds in your account.

Account Matching. We will match 100% of eligible round up transfers made under ZYNG for the first 100 calendar days after



the date on which you open a Today Spending Account or More Spending Account with ZYNG by crediting your Tomorrow Savings Account in an amount equal to each eligible round up transfer made to your account. Thereafter, we will match 100% of eligible round up transfers on this account by crediting your Tomorrow Savings Account in an amount equal to 100% of each eligible round up transfer (rounded up to the nearest whole cent) made to your account if you maintain an average daily balance of \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account. If the average daily balance falls below \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account on any day in a calendar month, we will match 25% of eligible round up transfers in the following month by crediting your Tomorrow Savings Account in an amount equal to 25% of each eligible round up transfer (rounded up to the nearest whole cent). The determination of your eligibility for a 100% match or a 25% match on any eligible round up transfer is based on the preceding month's average daily balance in your More Spending Account is greater than or equal to \$3,000 each day in January, then you would be eligible for the round up match rate of 100% for each eligible round up transfer in February. However, if the average daily balance in your More Spending Account is less than \$3,000 on one or more days in January, then you would be eligible for the round up match rate of 25% for each eligible round up transfer in February.

Matches are applied in real time, and your match percentage is recalculated each month based on the ADB from the prior statement cycle. If your balance qualifies again, you can return to the 100% match. Anything greater than or equal to half a cent is rounded up to the nearest cent and anything less is truncated. Matching funds are paid only on accounts in good standing that remain open, and enrolled, in ZYNG. Matching transactions will be credited to your Tomorrow Savings Account the day the qualifying debit card point-of-sale transaction appears in your transaction history. We may cancel or modify the round up transfer service or any matching credit feature at any time. Matching funds will be reported to the IRS as dividends on Form 1099. ZYNLO reserves the right to monitor and assess ZYNG Match transactions for unusual and unnatural use of this benefit. At our sole discretion, ZYNLO may determine that an account has displayed unusual or unnatural use of the ZYNG benefit. Once an account has been identified for using ZYNG in an unnatural manner based on typical customer behavior, ZYNLO reserves the right to (1) remove the account from any and all promotions and campaigns, (2) implement a pause, or pursue closure of the account, and (3) reclaim any ZYNLO Match contributions associated with transactions deemed unnatural or in violation of the ZYNG program.

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **Truth In Savings Addendum for ZYNLO More Spending Account**

#### **New Customer Promotion**

Campaign start date: 06/25/2025 Terms revised: 07/07/2025

**Offer Information:** This offer is available to new customers and existing customers who meet the criteria outlined in the truth-in-savings, regardless of whether they received direct communication about the promotion. Customers have 120 calendar days beginning on the day the More Spending Account was opened to participate in this campaign. To qualify each month, customers must:

- Make at least two qualifying ACH deposits of \$500 or more into their ZYNLO More Spending Account within the calendar month, and
- Complete at least 20 point-of-sale (POS) debit card transactions of at least \$5.00 each posted to the account within the same calendar month. A maximum of 5 transactions per day may count toward the promotion, with no more than one transaction per merchant.

Customers can earn a \$25 reward for each qualifying month during their 120-day eligibility period, up to a maximum of \$100 total. Rewards will be paid by the end of the month following each qualifying month and deposited into the ZYNLO More Spending Account. Accounts must be open, in good standing, and maintain a positive balance at the time of reward payment. Customers are limited to one award per qualifying month. Once a customer has earned \$100 in rewards, they are no longer eligible for the remainder of the campaign.

PeoplesBank associates and PeoplesBank partners are not eligible. Taxes may impact earnings. Offer subject to change without notice. The bank reserves the right to modify, suspend or discontinue this promotional offer at anytime and for any reason without advanced notice. Participation does not guarantee eligibility or continued availability of the promotion. Must not have had a ZYNLO More Spending account in the previous 24 months.

**Qualifying ACH Deposits:** Deposits must be **\$500.00 or greater** to qualify. Qualifying ACH deposits include electronic deposits of paycheck, pension or government benefits (such as Social Security or SSDI) from your employer or the government, and transfers from external banks.

The following transaction types do not qualify toward the promotional deposit requirements; however, this list is not exhaustive. Other similar transaction types may also be excluded at the bank's discretion.

- Transfers from Cash App®, Venmo®, PayPal®, Zelle® and other peer-to-peer payment platforms
- Bill pay credits
- Internal transfers
- Mobile check deposits
- ATM deposits

**Qualifying Debit Card Transactions:** Only point-of-sale (POS) debit card purchases of **\$5.00 or greater** made in-store or online using your ZYNLO debit card count toward the monthly total.

The following transaction types do not qualify toward the promotional requirements; however, this list is not exhaustive. Other similar transaction types may also be excluded at the bank's discretion.

- ATM withdrawals
- Bill pay transactions
- · ACH debits
- Cash App®, Venmo®, PayPal®, and other peer-to-peer payments

These examples illustrate some common transaction types that do not qualify toward the promotional requirements; however, this list is not exhaustive. Other similar transaction types may also be excluded at the bank's discretion.

**Reward Forfeiture:** Rewards will be forfeited if the account is closed, changed to a different account type, has a negative balance at payout, or is identified for incorrect, unnatural, or inappropriate use to earn the reward or abuse the ZYNG benefit.

# See ZYNG Inappropriate Usage below for details.

ZYNLO reserves the right to monitor and assess ZYNG Match transactions for excessive use of this benefit. At our sole discretion, ZYNLO may determine that an account has displayed excessive or unnatural use of the ZYNG benefit. Once an account has been identified for ZYNG excessive use, ZYNLO reserves the right to (1) remove the account from any and all promotions and campaigns, and (2) implement a pause, or pursue closure of the account, and (3) reclaim any ZYNLO Match contributions associated with transactions deemed unnatural or in violation of the ZYNG program.



# **Truth In Savings Addendum for ZYNLO More Spending Account**

**Holiday Promotion** 

Effective Date: November 1, 2025 End Date: November 30, 2025

Eligibility: This reward is available to existing customers with an open and active ZYNLO More Spending Account as of

November 1, 2025.

#### Offer Information:

Customers can earn a \$25 reward for the month of November 2025. This offer is non-transferable and may not be combined with any other offers.

# To qualify for the reward during the month of November, you must:

- 1. Receive at least 2 qualifying ACH deposits of \$500 or more into your ZYNLO More Spending Account in the month of November 2025, **AND**
- 2. Complete at least 20 point-of-sale (POS) debit card transactions of \$5.00 or more posted to your account within the same calendar month (November 2025). A maximum of 5 transactions per day may count toward the promotion, with no more than 1 transaction per merchant per day.

If you meet the qualifications, the reward will be posted to your ZYNLO More Spending Account by the end of the following calendar month (December 2025). Your account must remain open, active, and have a positive balance at the time of reward payment. Both required transactions must **post and settle** to the account during the calendar month (November 2025). Qualifying transactions must **post and settle** to your account by the end of business on the last business day of the calendar month to be counted. Transactions may take one or more business days to post and settle to an account after the date a transaction is made. This credit will show on your statement with the description "Holiday Reward".

- "Post and settle" means that a transaction has fully processed through the applicable payment network and posted to your account, with funds available for withdrawal. Transactions that are pending, authorized but not cleared, or where funds are not yet available for withdrawal, are not considered posted and settled.

**Qualifying ACH Deposits:** Deposits must be **\$500 or more** to qualify. Examples of qualifying deposits are electronic deposits from a third party, including salary, pension, government benefits (such as Social Security or SSDI), and transfers from external banks.

**What Does Not Qualify:** The following transaction types do not qualify toward the promotional requirements; however, this list is not exhaustive. Other similar transaction types may also be excluded at the bank's discretion.

- Transfers from peer-to-peer platforms (Cash App®, Venmo®, PayPal®, Zelle®, etc.)
- Bill Pay credits
- Internal transfers
- Mobile check deposits
- ATM deposits

**Qualifying Debit Card Transactions:** Only point-of-sale (POS) debit card purchases of **\$5.00 or more,** made in-store or online using your ZYNLO debit card, qualify toward the monthly requirement.

**What Does Not Qualify:** The following transaction types do not qualify toward the promotional requirements; however, this list is not exhaustive. Other similar transaction types may also be excluded at the bank's discretion.



- Peer-to-peer payments (Cash App®, Venmo®, PayPal®, Zelle®, etc.)
- ATM withdrawals
- Bill Pay transactions
- ACH debits

#### **Reward Forfeiture:**

Rewards will not be paid if:

- Your account is closed or converted to another type before payment,
- Your account has a negative balance at the time of payment,
- ZYNLO determines that program requirements were earned through fraud or abuse, or
- Your account is identified for incorrect, unnatural, or inappropriate use to earn the reward or abuse of the ZYNG benefit.

# See ZYNG Inappropriate Usage below for details.

ZYNLO reserves the right to monitor and assess ZYNG Match transactions for excessive use of this benefit. At our sole discretion, ZYNLO may determine that an account has displayed excessive or unnatural use of the ZYNG benefit. Once an account has been identified for ZYNG excessive use, ZYNLO reserves the right to (1) remove the account from any and all promotions and campaigns, and (2) implement a pause, or pursue closure of the account, and (3) reclaim any ZYNLO Match contributions associated with transactions deemed unnatural or in violation of the ZYNG program.

#### **Limitations:**

- Employees and partners of ZYNLO Bank, PeoplesBank, and any affiliates or divisions of PeoplesBank are not eligible for this promotion.
- Limit of one promotional reward per person.
- This promotion cannot be combined with any other promotional offer.

ZYNLO Bank reserves the right to review activity for misuse. If misuse is identified, ZYNLO may remove the account from promotions, close the account, and/or reclaim rewards paid in error or obtained through abuse. Participation does not guarantee eligibility or continued availability of the promotion.

**IRS Reporting:** The promotional credit may be reported to the IRS on Form 1099-MISC (or other applicable form). Please consult your tax advisor.

ZYNLO Bank reserves the right to extend, modify, suspend, or withdraw this promotional offer at any time for any reason without notice.



# Truth in Savings Disclosure acrew HomeSavings by ZYNLO

**Eligibility Requirements.** This account is available only to individuals who are verified members of acrew.

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

# **Minimum Balance Requirements.**

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no monthly maintenance service charge, regardless of your balance.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** No transaction limitations apply to this account.

**Additional Information Regarding Your Account.** 

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **ZYNLO Money Market Account**

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

# **Minimum Balance Requirements.**

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no monthly maintenance service charge, regardless of your balance.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** No transaction limitations apply to this account.

**Additional Information Regarding Your Account.** 

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **ZYNLO More Money Market Account**

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

# **Minimum Balance Requirements.**

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no monthly maintenance service charge, regardless of your balance.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** No transaction limitations apply to this account.

# Additional Information Regarding Your Account.

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **Tomorrow Savings Account with ZYNG**

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

# **Minimum Balance Requirements.**

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no monthly maintenance service charge, regardless of your balance.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** No transaction limitations apply to this account.

**Additional Information Regarding Your Account.** 

ZYNG ROUND UP AND MATCH TERMS AND CONDITIONS. "ZYNG" is an add-on feature available on an eligible Today Spending Account or More Spending Account when you also have a Tomorrow Savings Account. The ZYNG feature includes two components: a round up component that is based on debit card point-of-sale purchases from your Today Spending Account or More Spending Account, and a matching savings component credited by ZYNLO to your Tomorrow Savings Account. The round up component initiates an automatic transfer to your Tomorrow Savings Account when you use your ZYNLO debit card for point-of-sale purchases. The amount of the transfer is equal to the difference between the amount of your debit card point-of-sale purchase transaction and the next full dollar amount (the "change"). So, when you use your ZYNLO debit card for a point-of-sale purchase, ZYNLO "rounds up" the amount of the purchase and transfers the change from your Today Spending Account or More Spending Account to your Tomorrow Savings Account. The matching savings component, described below under the heading "Account Matching," initiates a credit to your Tomorrow Savings Account when ZYNLO transfers the change from a point- of-sale purchase to your Tomorrow Savings Account. Only debit card point-of-sale transactions are eligible for ZYNG.

Enrollment is available during the account opening process only and requires that you open both a Today Spending Account or More Spending Account and a companion Tomorrow Saving Account. In order to be eligible for the ZYNG feature, the tax owner and non-tax owners of the accounts must be identical on both the Today Spending Account or More Spending Account and the Tomorrow Savings Account. In addition, you must also agree to enroll for our eDocuments service, which will be used to deliver electronic versions of your statements and other important account notices to you. Please note that you must contact ZYNLO to cancel your ZYNG service. You may do so by calling 1-844-996-5622. If you later choose to cancel the eDocuments service, your ZYNG service will be automatically cancelled.

You must have sufficient available funds in your Today Spending Account or More Spending Account to initiate a ZYNG transaction. We will not transfer the change from a round up if the amount of the change is more than the amount of your available balance in your Today Spending Account or More Spending Account, nor will we initiate an account match if an eligible round up transaction does not occur due to insufficient available funds. It is possible to create insufficient funds on your Today Spending Account or More Spending Account as a result of ZYNG automatic round up transactions. Transfers to your Tomorrow Savings Account occur in real time once the qualifying debit card point-of-sale transaction has been processed through your account and therefore reduced the amount of available funds as a result. It is important that you keep track of your account transactions and the balance of available funds in your account.

**Account Matching.** We will match 100% of eligible round up transfers made under ZYNG for the first 100 calendar days after the date on which you open a Today Spending Account or More Spending Account with ZYNG by crediting your Tomorrow Savings Account in an amount equal to each eligible round up transfer made to your account.



Thereafter, we will match 100% of eligible round up transfers on this account by crediting your Tomorrow Savings Account in an amount equal to 100% of each eligible round up transfer (rounded up to the nearest whole cent) made to your account if you maintain an average daily balance of \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account. If the average daily balance falls below \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account on any day in a calendar month, we will match 25% of eligible round up transfers in the following month by crediting your Tomorrow Savings Account in an amount equal to 25% of each eligible round up transfer (rounded up to the nearest whole cent). The determination of your eligibility for a 100% match or a 25% match on any eligible round up transfer is based on the preceding month's average daily balance in your Today Spending Account or More Spending Account. For example, if the average daily balance in your More Spending Account is greater than or equal to \$3,000 each day in January, then you would be eligible for the round up match rate of 100% for each eligible round up transfer in February. However, if the average daily balance in your More Spending Account is less than \$3,000 on one or more days in January, then you would be eligible for the round up match rate of 25% for each eligible round up transfer in February.

Matches are applied in real time, and your match percentage is recalculated each month based on the ADB from the prior statement cycle. If your balance qualifies again, you can return to the 100% match. Anything greater than or equal to half a cent is rounded up to the nearest cent and anything less is truncated. Matching funds are paid only on accounts in good standing that remain open, and enrolled, in ZYNG. Matching transactions will be credited to your Tomorrow Savings Account the day the qualifying debit card point-of-sale transaction appears in your transaction history. We may cancel or modify the round up transfer service or any matching credit feature at any time. Matching funds will be reported to the IRS as dividends on Form 1099. ZYNLO reserves the right to monitor and assess ZYNG Match transactions for unusual and unnatural use of this benefit. At our sole discretion, ZYNLO may determine that an account has displayed unusual or unnatural use of the ZYNG benefit. Once an account has been identified for using ZYNG in an unnatural manner based on typical customer behavior, ZYNLO reserves the right to (1) remove the account from any and all promotions and campaigns, (2) implement a pause, or pursue closure of the account, and (3) reclaim any ZYNLO Match contributions associated with transactions deemed unnatural or in violation of the ZYNG program.

**AUTOMATIC CLOSEOUT.** If your account has a zero-dollar balance (\$0.00) and maintains that balance for 30 calendar days, your account may be closed without any notice to you. If your account has a negative balance and maintains that balance for 30 calendar days, your account will be closed.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.

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# **ZYNLO 6 Month Certificate of Deposit**

Rate Information. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. You will be paid this interest rate through to the date of first maturity.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. **Minimum Balance Requirements.** 

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no minimum deposit required to open this account.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** 

- You may not make any deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity.
- 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.

Maturity Date. A Certificate of Deposit (CD) Receipt will be provided electronically after we receive your opening deposit. This receipt will include important account information such as the CD term, maturity date, interest rate, and annual percentage yield (APY). This document serves as your official record, so please save a copy for your records.

Early Withdrawal Provisions. We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 3 months of interest. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

WITHDRAWAL OF INTEREST PRIOR TO MATURITY. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Renewal Policies. Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

This account will automatically renew at maturity unless you notify us not to renew it, or we notify you in advance that it will not renew.

# You may prevent the renewal by:

- Withdrawing the funds at maturity or during the grace period mentioned above, or
- Providing written notice within the grace period mentioned above.

We may also choose not to renew your account by providing written notice at least 30 calendar days before maturity. If either party prevents renewal, interest will not accrue after the maturity date. At renewal, the term will remain the same as the original term, unless we notify you otherwise in the Pre-Maturity Notice, which will be provided at least 30 calendar days before maturity. The interest rate and annual percentage yield cannot be determined until the maturity date.

Additional Information Regarding Your Account. CDs are opened on Business Days only. If the application process is finalized on a Saturday, Sunday, or Bank Holiday, your account will be opened on the following Business Day. If this occurs, your account will receive the interest rate and APY in effect on the day it is opened.

Fees and Charges. Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **ZYNLO 12 Month Certificate of Deposit**

Rate Information. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. You will be paid this interest rate through to the date of first maturity.

Compounding and Crediting. Interest will be compounded daily and will be credited to the account monthly. **Minimum Balance Requirements.** 

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no minimum deposit required to open this account.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual On Noncash Deposits. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Transaction Limitations.

- You may not make any deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity.
- 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.

Maturity Date. A Certificate of Deposit (CD) Receipt will be provided electronically after we receive your opening deposit. This receipt will include important account information such as the CD term, maturity date, interest rate, and annual percentage yield (APY). This document serves as your official record, so please save a copy for your records.

Early Withdrawal Provisions. We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 3 months of interest. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

WITHDRAWAL OF INTEREST PRIOR TO MATURITY. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Renewal Policies. Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

This account will automatically renew at maturity unless you notify us not to renew it, or we notify you in advance that it will not renew.

#### You may prevent the renewal by:

- Withdrawing the funds at maturity or during the grace period mentioned above, or
- Providing written notice within the grace period mentioned above.

We may also choose not to renew your account by providing written notice at least 30 calendar days before maturity. If either party prevents renewal, interest will not accrue after the maturity date. At renewal, the term will remain the same as the original term, unless we notify you otherwise in the Pre-Maturity Notice, which will be provided at least 30 calendar days before maturity. The interest rate and annual percentage yield cannot be determined until the maturity date.

Additional Information Regarding Your Account. CDs are opened on Business Days only. If the application process is finalized on a Saturday, Sunday, or Bank Holiday, your account will be opened on the following Business Day. If this occurs, your account will receive the interest rate and APY in effect on the day it is opened.

Fees and Charges. Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



# **ZYNLO 18 Month Certificate of Deposit**

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. You will be paid this interest rate through to the date of first maturity.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. **Minimum Balance Requirements.** 

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no minimum deposit required to open this account.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** 

- You may not make any deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity.
- 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.

**Maturity Date.** A Certificate of Deposit (CD) Receipt will be provided electronically after we receive your opening deposit. This receipt will include important account information such as the CD term, maturity date, interest rate, and annual percentage yield (APY). This document serves as your official record, so please save a copy for your records.

**Early Withdrawal Provisions.** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 6 months of interest. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**WITHDRAWAL OF INTEREST PRIOR TO MATURITY.** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

This account will automatically renew at maturity unless you notify us not to renew it, or we notify you in advance that it will not renew.

#### You may prevent the renewal by:

- Withdrawing the funds at maturity or during the grace period mentioned above, or
- Providing written notice within the grace period mentioned above.

We may also choose not to renew your account by providing written notice at least 30 calendar days before maturity. If either party prevents renewal, interest will not accrue after the maturity date. At renewal, the term will remain the same as the original term, unless we notify you otherwise in the Pre-Maturity Notice, which will be provided at least 30 calendar days before maturity. The interest rate and annual percentage yield cannot be determined until the maturity date.

**Additional Information Regarding Your Account.** CDs are opened on Business Days only. If the application process is finalized on a Saturday, Sunday, or Bank Holiday, your account will be opened on the following Business Day. If this occurs, your account will receive the interest rate and APY in effect on the day it is opened.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



## **Truth in Savings Disclosure**

## **ZYNLO 24 Month Certificate of Deposit**

**Rate Information.** Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. The current rate sheet can be found <a href="https://zynlobank.com/file/todaysRates">https://zynlobank.com/file/todaysRates</a>. You will be paid this interest rate through to the date of first maturity.

**Compounding and Crediting.** Interest will be compounded daily and will be credited to the account monthly. **Minimum Balance Requirements.** 

You must maintain a minimum daily balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement. Interest is not earned on days when the account balance falls below the minimum daily balance requirement. There is no minimum deposit required to open this account.

**Balance Computation Method.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual On Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (for example, checks). **Transaction Limitations.** 

- You may not make any deposits into your account before maturity.
- You may make withdrawals of principal from your account before maturity.
- 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.

**Maturity Date.** A Certificate of Deposit (CD) Receipt will be provided electronically after we receive your opening deposit. This receipt will include important account information such as the CD term, maturity date, interest rate, and annual percentage yield (APY). This document serves as your official record, so please save a copy for your records.

**Early Withdrawal Provisions.** We may impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 6 months of interest. In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

**WITHDRAWAL OF INTEREST PRIOR TO MATURITY.** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

This account will automatically renew at maturity unless you notify us not to renew it, or we notify you in advance that it will not renew.

### You may prevent the renewal by:

- Withdrawing the funds at maturity or during the grace period mentioned above, or
- Providing written notice within the grace period mentioned above.

We may also choose not to renew your account by providing written notice at least 30 calendar days before maturity. If either party prevents renewal, interest will not accrue after the maturity date. At renewal, the term will remain the same as the original term, unless we notify you otherwise in the Pre-Maturity Notice, which will be provided at least 30 calendar days before maturity. The interest rate and annual percentage yield cannot be determined until the maturity date.

**Additional Information Regarding Your Account.** CDs are opened on Business Days only. If the application process is finalized on a Saturday, Sunday, or Bank Holiday, your account will be opened on the following Business Day. If this occurs, your account will receive the interest rate and APY in effect on the day it is opened.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.



## **ZYNLO ONLINE BANKING AGREEMENT**

This Online Banking Agreement is provided by ZYNLO Bank, a division of PeoplesBank of Holyoke, MA, (hereinafter "ZYNLO" or the "Bank"), member of the Federal Deposit Insurance Corporation ("FDIC") on behalf of NYMBUS Inc. ("NYMBUS"), the program partner responsible for managing ZYNLO accounts.

#### **Definitions**

"Account" and "Accounts" refer to your accounts at the Bank that you designated, and we approved, for use through ZYNLO Online Banking Services. Your accounts at the Bank that may or may not have been designated and approved for use through ZYNLO Online Banking Services are referred to as "account(s)."

"Business Days" are Monday through Friday, excluding Bank holidays.

"Cutoff Time" means 11:00 P.M. Eastern Standard Time ("EST"); 8 P.M. EST for bill payment, account to account transfers and person to person transfers; and 2 P.M. EST for expedited payments.

"Instructions" means information, including a request or order, provided by you to us for Payments, Transfers, to stop payment on a check or perform another type of transaction. You submit Instructions to us when, using ZYNLO Online Banking Services you, (i) transmit a request or order to us to Transfer funds, make a Payment, stop payment on a check or perform another type of transaction; and (ii) schedule a Transfer, Payment or another type of transaction.

"Payee" refers to the person, business or other entity to whom a payment is directed.

"Payment" refers to the withdrawing of funds from your Account and the transferring of those funds to a Payee.

"ZYNLO Online" or "ZYNLO Online Banking Services" refers to certain services, specified from time to time that are accessed via the Bank's designated Site.

"Scheduled Payment Date" means the day on which you have instructed the Bank to begin to initiate a Payment. This date is not the date that your payment is due to a Payee, nor the date a Payee will necessarily receive the funds.

"Scheduled Transfer Date" means the day on which you have instructed the Bank (via an Instruction) to begin to initiate a Transfer. This may not necessarily be the same date that the funds are actually transferred into another of your accounts.

"Site" refers to the internet website designated by the Bank as the website through which you access ZYNLO Online Banking Services.

"Transfer" refers to the internal transfer of funds from one of your Accounts held at the Bank to another of your Accounts held at the Bank.

The terms "we," "us" and "Bank" refer to NYMBUS and/or ZYNLO or any affiliate, agent, independent contractor or designee that we may, at our sole discretion, involve in the provision of ZYNLO Online Banking Services.

The terms "you" and "your" refer to the user of ZYNLO Online Banking, whether singular or plural, who: (1) is an individual or entity that is the owner of an account or a party-in-interest of an account at the Bank or (2) is an individual authorized by the account owner(s) or a party-in- interest to view account information and/or effect transactions in an account.

### General

This ZYNLO Online Banking Agreement ("Agreement") contains provisions governing your access to and use of ZYNLO Online Banking Services, accessible via a designated internet website, which you may use to access certain of your accounts held at the Bank and conduct certain other banking transactions at the Bank. In addition to this Agreement, you agree to be bound by and comply with such other written requirements that we may furnish to you in connection with ZYNLO Online Banking Services and any other services and/or content that may be accessed via ZYNLO Online Banking Services, including but not limited to your



agreements covering your accounts with the Bank ("Account Agreement(s)"), and with all applicable laws, regulations and rules. In the event of a conflict between the terms of this Agreement and your applicable Account Agreements with the Bank, the terms of your Account Agreement will control, except as may be otherwise stated herein. Please review your Account Agreement, which contains important legal terms and conditions and legally required disclosures about Electronic Funds Transfers and Funds Availability, as well as other important matters.

In order to use ZYNLO Online Banking Services you must also agree to ZYNLO Electronic Communications Agreement which provides, among other things, that you consent to receive certain information electronically and includes software and hardware requirements. Withdrawal of your consent to receive communications electronically, as provided in the ZYNLO Electronic Communications Agreement, shall terminate this Agreement and your access to ZYNLO Online Services.

## **Agreement**

When you use or access, or permit any other person(s) or entity to use or access ZYNLO Online Services, you agree to the terms and conditions in this Agreement.

We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the site. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the ZYNLO Online Banking Services. Your use of the ZYNLO Online Banking Services after we have made such changes or amendments available constitutes your agreement to the change and to pay any applicable fees.

From time to time, we may revise, add new features to or update the ZYNLO Online Banking Services. We reserve the right to terminate your use of prior versions of ZYNLO Online Banking Services, and to limit access to more recent revisions and updates. We also reserve the right to suspend your use of ZYNLO Online Banking Services after six months of inactivity. If any expanded services are made available to you via ZYNLO Online Banking Services, you agree that any additional or modified services are also subject to this Agreement, as it may be amended.

ZYNLO Online Banking Services provides you online access to a variety of content, products and services via a designated website. We grant to you, for your personal or internal purposes only, a nonexclusive, limited and revocable right to access and use the ZYNLO Online Banking Services. You agree not to use the ZYNLO Online Banking Services for any other purpose, including commercial purposes, such as co- branding, framing linking, or reselling any portion of the ZYNLO Online Banking Services without our prior written consent. You agree to use ZYNLO Online Banking Services solely as provided in this Agreement. When any Transfer, Payment or any other transaction generates items to be charged to your Account(s), you agree that we may debit your Account(s) without requiring the signature of an authorized signer for the Account(s). Additionally, if you transmit Instructions to us using ZYNLO Online Banking Services, you authorize us to accept, at your discretion, your electronic request as though it was made in writing and signed by you.

## **Eligibility**

To use ZYNLO Online Banking Services, you must have at least one eligible Bank account. We reserve the right, in our sole discretion, to determine your eligibility to use any of the ZYNLO Online Banking Services. Only those accounts designated by you and approved by us, in our sole discretion, may be accessed through ZYNLO Online Banking Services. We reserve the right to restrict the use of the ZYNLO Online Banking Services for one or more types of accounts or transactions, and to impose other limits or restrictions on the use of the ZYNLO Online Banking Services. You can only designate accounts for access through ZYNLO Online Banking Services for which you are an authorized signatory. You cannot use ZYNLO Online Banking Services to make transactions from accounts where more than one signature is required for withdrawal.

## **Fees and Charges**

There is currently no additional fee or charge for use of ZYNLO Online Banking Services. However, when you use ZYNLO Online Banking to obtain certain products and services, such as to request a stop payment of a check, you are subject to all fees and charges that apply to those products and services and to your Account(s), as set forth in your Account Agreement or other documentation made available to you by the Bank.

### **Computer Equipment, Software and Internet Services**



You are responsible for obtaining, installing, maintaining and operating all connections, software (including, but not limited to any personal financial management software, if any), hardware or other equipment necessary for you to securely access and use

ZYNLO Online Banking Services (collectively, "Your Systems"). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of Your Systems used to access ZYNLO Online Banking Services, and for the transmission and receipt of information using Your Systems.

You acknowledge that you have requested ZYNLO Online Banking Services for your convenience, have made your own independent assessment of the adequacy of the internet and Your Systems, and that you are satisfied with that assessment.

We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or Your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for Your Systems. We make no endorsement of any specific software, hardware or Internet service provider, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

### **Password & Security**

A password and user ID are needed to use ZYNLO Online Banking Services (referred to hereafter as a "Password" and a "User ID"), as well as other information (referred to as "Security Information") that we may specify from time to time. Your access to ZYNLO Online Banking Services will be denied if you do not enter the correct User ID, Password or, if applicable, Security Information.

To prevent unauthorized access to your Account(s) and to prevent unauthorized use of ZYNLO Online Banking Services, you agree to: (a) protect and keep confidential your User ID, Password, Security Information and any other information or items needed to access ZYNLO Online Banking Services; (b) assume and accept all liability that legally can be imposed on you for each use of your User ID, Password and/or Security Information whether or not such use was authorized by you; and (c) immediately notify us if you have reason to believe your Password, User ID, Security Information, or any other information or items that may allow access to ZYNLO Online Banking Services has been lost, stolen or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account(s) has occurred or will occur through ZYNLO Online Banking Services.

## **Available Services**

You must meet certain eligibility requirements to use each of the ZYNLO Online Banking Services. The following is a non-exhaustive list of the ZYNLO Online Banking Services that are currently available:

- Account Access Services
- Transfer Services
- Bill Payment Services
- Person to Person Transfers
- Mobile Deposit

Below are provisions that apply to use of each of these ZYNLO Online Banking Services.

#### **Account Access Services**

Account information provided to you as part of the ZYNLO Online Banking Services Account Access Services, is not an official record of your Account or its activity. Your Account statement(s) furnished to you in electronic format will remain the official record of your Account(s).

Unless otherwise indicated, the balance information displayed through ZYNLO Online Banking Services is the current available funds balance for your Account. Transaction history that you obtain through the ZYNLO Online Banking Services is current as of the close of business on the preceding Business Day.



### **ZYNLO Online**

You may use personal financial management software ("PFMS"), such as Microsoft® Money, Quicken® or Quickbooks®. You agree not to use PFMS to perform transactions in connection with ZYNLO Online Banking. PFMS may only be used to download information from your Accounts through ZYNLO Online Banking Services. Without limiting any other provisions herein, you agree that we have no liability or obligation related to your use of any PFMS, and your use of PFMS is solely at your own risk. We make no representations whatsoever regarding any PFMS. We do not grant any rights, licenses or permissions to use any PFMS, any such rights, licenses or permissions must be obtained by the respective third party. Use of PFMS to perform transactions and/or connect directly to your accounts is governed by a separate agreement.

### **Transfer Services**

You can use the Transfer Services to transmit Instructions to the Bank to Transfer funds between your Accounts that have common owners. Accounts that funds are transferred from, and accounts that funds are transferred to must both be eligible accounts.

Transfers may be "immediate" (requested to occur on the same day Transfer Instructions are initiated) or "scheduled" (to occur on a future date) on a one-time or recurring basis. By initiating an immediate Transfer or by scheduling a Transfer, you are instructing us to withdraw funds from your Account(s) on the requested date and to transfer those funds to another of your Accounts in accordance with your Instructions. Recurring Transfers are those made for the same dollar amount on the same date each month. Recurring Transfers cannot be scheduled more than 365 days in advance, unless the first scheduled Transfer is due within 365 days from the date it was originally scheduled. Transfers can only be made from a transfer account. By providing the Bank with information pertaining to Transfers, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the information related to Transfers if there are any changes.

Immediate Transfers are typically processed on the same Business Day the Transfer Instructions are initiated, provided Instructions are sent prior to the Cutoff Time. Scheduled Transfers that are scheduled at least one day in advance of the Scheduled Transfer Date are typically processed on the same Business Day as the Scheduled Transfer Date. However, you understand that due to circumstances beyond our control and/or in accordance with the provisions of this Agreement, Transfers may be processed after the dates provided in this paragraph. We are not liable for any late Transfers except as expressly provided in this Agreement.

### **Bill Payment Services**

You can use the Bill Payment Services to initiate a Payment to a Payee in the United States using funds from your Account(s). You may not use the Bill Payment Services to initiate tax-related payments, court-related payments or payments to Payees outside of the United States.

Of note, it is a requirement for us of this product that consumers use it solely for personal, family, or household purposes and not for any business or commercial purposes. Payments can be scheduled on a one-time or recurring basis. By scheduling a Payment, you are instructing us to withdraw funds from your Account(s) on the Scheduled Payment Date to make a Payment in accordance with your Instructions. Recurring Payments are those made for the same dollar amount on the same date each month. Recurring Payments cannot be scheduled more than 365 days in advance, unless the first scheduled Payment is due within 365 days from the date it was originally scheduled. Bill Payments can only be made from a demand deposit Account or a money market Account. If you use more than one Account to make Payments, you must designate, each time you schedule a Payment, the Account from which the Payment is to be made.

By providing the Bank with the names and account information of persons to whom you wish to make Payments, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the Payee and related contact and account information if there are any changes. It remains at our sole discretion to determine the appropriate method for processing Payments to Payees; we may choose to make Payments electronically or by check.

You must select a Scheduled Payment Date and/or transmit your Payment Instructions to us at least five Business Days in advance of your Payment due date to help ensure Payment is received by the Payee in a timely manner. While it is anticipated that most transactions will be processed and completed on the next Business Day after the Payment is scheduled to be made, you understand that, due to circumstances beyond our control, including but not limited to delays in handling and posting payments



by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited to you by your Payee. We are not liable for any late payments except as expressly provided in this Agreement. See the "Our Liability" section of this Agreement.

## **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your Account(s) or the Payments and/or Transfers you make:

- 1. As necessary to complete transactions;
- 2. In connection with the investigation of any claim you initiate;
- 3. To comply with government agency or court orders;
- 4. In accordance with your written permission; or
- 5. As otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices was provided to you when you opened your Account(s). You authorize us to obtain additional information from a Payee, financial institution or other third party to resolve Payment or Transfer problems or to complete a Payment or Transfer.

## **Limitations on Transfers and Payments**

Please refer to your Account Agreement(s) for full details as to the limitations on the amount and frequency of Transfers and Payments. For security reasons, we may impose additional limits on the dollar amount of Payments or Transfers from your Account(s) from time to time, in our sole discretion, without prior notice to you.

## <u>Limitations on the Frequency of Transactions on Money Market and Savings Accounts</u>

Any Transfer or Payment made from any of your money market and savings accounts by using the ZYNLO Online Banking Service is a restricted transfer subject to certain limitations. Please refer to your Account Agreement(s) for full details.

## Foreign Transactions

No payments may be made to payees outside the United States. Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

## **Transfer and Payment Processing**

Transfers or Payments will only be made if there are sufficient available funds in your Account(s) on the date the Bank begins to process the transaction. Therefore, if the dollar amount of your Transfer request is not available on the date the Bank begins to process the transaction, no portion of the transfer will be completed. The amount of each Transfer or Payment will be debited from your Account(s) at the time the Transfer or Payment is processed. The amount of funds available will be determined in accordance with the applicable Account Agreement(s) governing the Account(s).

## **Incomplete Transfers or Payments**

We reserve the right to refuse to complete a Transfer or Payment for any reason, including instances where there are not sufficient available funds in your Account to cover the transaction or we, in good faith, believe the Transfer or Payment may be fraudulent, erroneous, illegal, in violation of this Agreement or suspicious.

# **Mobile Deposit Service**

Your use of ZYNLO Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By completing the registration process or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

We may, in our sole discretion, and without liability to you, refuse any transaction (including checks) for any or no reason or elect to take a check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. **U.S Treasury checks are not eligible for mobile deposit.** 

(a) **Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the downloadable application to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively



"Mobile Deposits") by taking photos of the front and back of original checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.

- (b) **Limits.** We may establish daily and 30-calendar day rolling limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The 30-calendar day limits are calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. You can request a temporary limit increase by contacting Customer Support, but ZYNLO reserves the right to deny this request. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limits may be obtained by contacting the Bank. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- (c) **Business Days.** "Business Days" are Monday Friday, excluding holidays that the Bank is closed, as further set forth in your Online Banking and Mobile Access Service Agreement.
- (d) **Provisional Credit and Funds Availability.** After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other transactions received prior to the Cut-Off Time, defined below, by Bank and grant your Account Provisional Credit (as herein
  - defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Check Image and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds for Mobile Deposits made before the Cut-Off Time are available in accordance with our Funds Availability Disclosure contained in the Deposit Account Agreement.
- (e) Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as the term check is defined in Regulation CC issued by the Board of Governors of the Federal Reserve System (12 C.F.R. Part 1005) ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Service ("Procedures") or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) are U.S. Treasury checks (h) are checks issued by an insurance company, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.
- (f) **Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve System (the "Federal Reserve"), and any other regulatory agency,



- clearing house or association. Endorsements must be made on the back of the Check and include your signature and your account number and "FOR MOBILE DEPOSIT ONLY." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- (g) Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Deposit Account Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and approved by Bank on or before the cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. The message will advise you that we have either accepted or rejected your Mobile Deposit or that your Mobile Deposit needs to be reviewed. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.
- (h) **Original Checks.** After you have received confirmation that your Mobile Deposit has been approved for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of thirty (30) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.
- (i) **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.
- (j) **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- (k) **Your Warranties.** You make the following warranties and representations with respect to each Image submitted for Mobile Deposit:
  - (a) <u>Checks Deposited.</u> Each Image transmitted by you to Bank is in accord with and complies with the terms, conditions and procedures of this Agreement, the Procedures and the Deposit Account Agreement;



- (b) <u>Image Quality</u>. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) <u>Accuracy of Information</u>. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- (d) No Duplicates. Each Image submitted to the Bank complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;
- (e) No Loss. No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- (f) Information. All information provided by you to Bank is true, complete and accurate in all respects;
- (g) <u>Authority and Legality.</u> (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- (h) <u>No Litigation.</u> There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- (i) <u>Transactions.</u> Each Image submitted to the Bank and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (j) Compliance. Each Image submitted to the Bank is in compliance with this Agreement, the Procedures, and the Rules.
- (k) <u>Indemnity.</u> You will honor your agreement to and will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the ZYNLO Deposit Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

### **Your Liability**

In general, when you transmit Instructions to us through the ZYNLO Online Banking Services with your User ID and Password and Security Information, as applicable, to make a Payment or Transfer, you authorize us to credit and/or charge your Account(s) for the amount detailed in the Instructions. You are liable for all transactions, whether or not authorized by you, initiated through the ZYNLO Online Banking Services using your User ID, Password and/or Security Information, to the extent permitted by applicable law.

## **Unauthorized Transactions for Consumer Deposit Accounts Only**

Please refer to your Account Agreement(s) for full details regarding your liability for unauthorized transfers. Please refer to your Account Agreement(s) for full details regarding the procedure to use in the event of suspected errors relating to your Accounts,

#### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using and related to the ZYNLO Online Banking Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to the following: (i) your use of the ZYNLO Online Banking Services; (ii) the use of the ZYNLO Online Banking Services by anyone using your User ID, Password or Security Information; (iii) your violation of this Agreement or any applicable law or regulation; or (iv) your violation of or infringement on rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

### **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you transmitted, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than through ZYNLO Online Banking Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **Our Liability**



ZYNLO Online Banking Services Bill Payment Guarantee

The following limited guarantee applies ONLY to Payments that are made from consumer deposit Accounts and Payments may be made only to payees with U.S. payment addresses.

We will use reasonable efforts to make your Payments properly. If you follow the terms and conditions described in this Agreement, your Account Agreement(s) and other instructions provided to you (including but not limited to initiating your Payment at least five (5) business days in advance of the due date), and we fail to process a Payment on the Scheduled Payment Date, we will bear responsibility for the late charges or penalties that you incur from the third party to whom payment was due, up to a maximum of fifty dollars (\$50.00) provided your account was in good standing and was in good standing prior to any incident. We will not be liable for any Payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement, your Account Agreement(s) and other instructions provided to you, or if you enter into any agreement where the purpose is to generate late payment fees.

## **Our Liability for Making Payments or Transfers**

We have no obligation to make Payments or Transfers, and shall incur no liability or obligation for late charges or penalties, except as provided herein or required by applicable law, if we are unable to complete any Payments or Transfers that you initiate using ZYNLO Online Banking Services due to circumstances, including but not limited to the following:

- 1. Your Account is closed, does not contain sufficient available funds to complete the Payment or Transfer, is subject to legal process or otherwise encumbered;
- 2. The ZYNLO Online Banking Services are not working properly, are unavailable or have been interrupted;
- 3. Your equipment, software or communications connection is not working properly;
- 4. The Payee mishandles or delays a Payment sent by us, or the Payment is delayed or mishandled by the United States mail;
- 5. You do not provide us with the correct names, telephone number, account information or any other information necessary to effect a Payment or Transfer, or you otherwise fail to comply with applicable requirements;
- 6. Circumstances beyond our control (such as, but not limited to fire, flood, or interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the Internet or through your Internet service provider, or equipment malfunctions that occur despite ordinary maintenance) that prevent the proper execution of the transaction;
- 7. This Agreement has been terminated;
- 8. Applicable law prevents the completion of the Payment or Transfer;
- 9. We believe in good faith that the Payment or Transfer may be unauthorized, in error, fraudulent, illegal, in violation of this Agreement or otherwise suspicious; or
- 10. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account(s).

The above list of examples is meant to illustrate the circumstances under which we would not be liable for failing to make a Transfer or Payment and is not intended to list all of the circumstances where we would not be liable.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to the incorrect Payee, and such action was solely a direct result of a bona fide error on our part, we shall be responsible for returning the improperly transferred funds to your Account(s) and for directing any previously misdirected Payments to the correct Payee.

Notwithstanding anything in this Agreement to the contrary, we make no guarantee or representation that ZYNLO Online Banking Services will be uninterrupted or error-free. Our sole obligation to you, arising out of non-availability, interruption or delay in providing the ZYNLO Online Banking Services, shall be to use commercially reasonable efforts to resume the ZYNLO Online Banking Services.

The provisions in this "Our Liability for Making Payments or Transfers" section shall survive termination of this Agreement.

### **Entire Liability**

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS UNDER THE HEADING "OUR LIABILITY" CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,



CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF OR RELATED TO THE ZYNLO ONLINE BANKING SERVICES OR ANY SYSTEMS, SOFTWARE AND/OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY INSTALLATION, MAINTENANCE, CONFIGURATION OR COMPATIBILITY ISSUES RELATED THERETO; MECHANICAL OR ELECTRONIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE INTERNET AND COMMUNICATION LINES; ACCESS TO AND USE OF THE ZYNLO ONLINE BANKING SERVICES; YOUR SYSTEMS; AND FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH COMMUNICATIONS NETWORKS. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY SYSTEM, EQUIPMENT AND/OR SOFTWARE DUE TO ANY MALICIOUS CODE, VIRUSES, DEFECTS OR MALFUNCTIONS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF INFORMATION. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

The provisions in the "Entire Liability" section shall survive termination of this Agreement.

### **Exclusion of Warranties**

THE ZYNLO ONLINE BANKING SERVICES AND ALL RELATED DOCUMENTATION, SERVICES AND INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS TO THE ZYNLO ONLINE BANKING SERVICES, RELATED DOCUMENTATION AND ALL INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ZYNLO ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

The provisions of this "Exclusion of Warranties" section shall survive termination of this Agreement.

## **Notices and E-mail**

You agree that you will not send any confidential information to us via e-mail. You agree that by using ZYNLO Online Banking Services, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or ZYNLO Online Banking may be sent to you via regular mail or electronically in accordance with ZYNLO and ZYNLO Online Banking Disclosure and Consent Agreement, which you must agree to in order to use ZYNLO Online Banking Services.

## **Address Changes**

You agree to notify us promptly, by phone or email, of any change of address at:

ZYNLO Bank P.O. Box 267 Powell, OH 43065 Email:

support@zynlobank.com Phone: 1-844-966-5622

## **Agreement Termination**

This Agreement shall remain in effect until you or we terminate it. We may terminate or suspend this Agreement for any reason at any time without prior notice. You agree that we may, from time to time and at our sole discretion, limit, suspend, discontinue or change the ZYNLO Online Banking Services, in whole or in part. You will be notified of any such changes if we are legally required to do so. The termination of this Agreement shall not terminate your Account relationship or other agreements you have with us, unless those agreements are terminated separately. You may terminate this Agreement at any time by following the procedure detailed below.

By terminating this Agreement your ability to use ZYNLO Online Banking Services will be discontinued. If you wish to terminate this Agreement, you must send us a signed written request by United States mail to:

ZYNLO Bank P.O. Box 267 Powell, OH 43065

Email:

support@zynlobank.com



Phone: 1-844-966-5622

We will act on your request to terminate this Agreement and discontinue your access to ZYNLO Online Banking Services within a reasonable time after receiving such request. If you terminate this Agreement, it is your sole obligation to cancel all outstanding scheduled Payments and Transfers. If you do not cancel your outstanding Payments and Transfers, we may continue to make these Payments and Transfers until we process your termination request and discontinuation request. If you close an Account, it will automatically cancel your Bill Payment Service and/or Transfer Service from that Account, including any future dated Payments or Transfers for that Account. It is your responsibility to make other arrangements for paying your bills and making transfers.

Once we have terminated this Agreement pursuant to your request, we will make no further Transfers or Payments from your Accounts through the ZYNLO Online Banking Services, including any Transfers or Payments you previously scheduled and/or authorized.

The liability and obligations incurred prior to any termination, suspension or discontinuation date shall survive the termination of this Agreement for all purposes.

#### Waiver

We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance.

## **Severability**

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### Survival

All representations regarding liability and warranties, including, but not limited to, the "Your Liability," and "Our Liability" and other sections as specifically stated herein, shall survive termination of the Agreement.

### **Area Of Service**

The Services described in this Agreement are solely offered to citizens and residents of the United States of America, excluding California, Connecticut, Massachusetts and New York, and may not be accessed while outside of the United States of America.

### **Assignment**

You may not assign this Agreement to any other party. We may assign or delegate certain parts of our rights and responsibilities under this Agreement to affiliated entities, independent contractors or other third parties. If more than one person is authorized to use ZYNLO Online Banking Services, he or she is bound jointly and severally under this Agreement, and we may act on the Instructions of any authorized user.

### **Choice of Law**

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law provision. Your Accounts with us are also governed by the terms and conditions contained in your Account Agreement and any other applicable agreements with us.

ZYNLO Bank, a division of PeoplesBank of Holyoke, MA. Member FDIC. Equal Housing Lender.

**Effective Date:** 06/25/2025



# **FEE SCHEDULE**

Effective September 2, 2025

Fees and Charges. The following fees and charges may be assessed against your account:

Account Maintenance Fees	
Monthly Maintenance Fee	\$0.00
A monthly fee charge for account upkeep and servicing.	
Minimum Balance Fee	\$0.00
A fee charged when an account balance falls below a certain dollar	amount.
nactivity Fee	\$0.00
A fee assessed after a period of no customer-initiated activity on the	ne account.
Early Account Closure Fee	\$0.00
A fee charged when an account is closed within a specified time aft	ter opening.
Card & ATM Fees	
Debit Card Replacement Fee	\$0.00
A fee charged for issuing a replacement debit card.	
Out-of-Network-ATM Fee	\$0.00
A fee for using an ATM outside of the bank's network. ATM owner	may charge a fee, but ZYNLO Bank will not.
International Transaction Fee	\$0.00
A fee applied to transactions made outside of the United States of	America or in foreign currency.
Fransaction and Service Fees	
Stop Payment Fee	\$0.00
A fee charged to a stop payment on a check or transaction.	



Returned Deposited Item Fee	\$0.00
A fee charged when a deposited item is returned unpaid.	
	to 00
Non-Sufficient Funds Fee	\$0.00
A fee charged when a bank declines a transaction because the account ba	llance is insufficient.
Overdraft Fee	\$0.00
A fee charged when a bank allows a transaction to go through even though	the account balance is insufficient.
Escheatment Fee	\$20.00

A fee charged when an account is turned over to the state due to prolonged inactivity. State law establishes procedures under which unclaimed property must be surrendered.