



FED BANK

Privacy Statement

(Page #1)

Disclosure of Account Terms

(Page #3)

Overdraft Privilege Information Guidelines

(Page #8)

Personal Account Schedule of Fees

(Page #10)

Business Account Schedule of Fees

(Page #11)

Your Deposit Account

Rules & Agreements; Terms & Conditions; Electronic Transfers; Funds Availability

(Page #12)

**STAR® ATM Card and VISA® Check Card Consumer
Account Disclosure Statement**

(Page #23)

Customer Privacy Notice

Rev. 10/2012

FACTS

WHAT DOES 3RD FED BANK DO WITH YOUR PERSONAL INFORMATION

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons 3rd Fed Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does 3rd Fed Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 888-918-4473 or go to www.3rdfedbank.com.

Who we are	
Who is providing this notice?	3rd Fed Bank
What we do	
How does 3rd Fed Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Access to your personal information is limited to bank employees who need to know the information to provide products and services to you.</p>
How does 3rd Fed Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or deposit money • pay your bills or apply for a loan • use your debit card or credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, and other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>3rd Fed Bank does not share with our affiliates</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>3rd Fed Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>3rd Fed Bank does not jointly market.</i>
Other important information	

Disclosure of Account Terms

Truth in Savings Disclosure for Personal Checking Accounts

Rates are effective as of 7/19/13 and are subject to change.

Account Name	Minimum Balance to Open	Minimum Daily Balance to Obtain Annual Percentage Yield	Interest Rate		Annual Percentage Yield (APY)
Personal Checking	\$50.00	Non-Interest Bearing Account	N/A		N/A
First-Year Free Personal Checking	\$50.00	Non-Interest Bearing Account	N/A		N/A
Estate Checking	\$50.00	Non-Interest Bearing Account	N/A		N/A
Platinum Checking	\$50.00	None	0.1998%		0.20%
Interest Checking	\$50.00	\$500.00	\$0-\$499.00	No Interest	N/A
			\$500.00 and Above	0.1998%	0.20%

Account Terms-All Checking Accounts

- Unlimited check writing privileges.
- Overdraft fees will be charged for overdrafts or non-sufficient items (NSF) created by electronic means, followed by paper check. Please refer to our separate "Personal Schedule of Fees" for more information.
- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-918-4473 to find out whether or not the deposit has been made.
- Daily balance is the amount of principal in the account at the close of each business day.
- Refer to the "Personal Schedule of Fees" for more information on fees.

Platinum Checking and Interest Checking

- Current rate and annual percentage yield (APY) will be quoted upon request or at the time of opening an account.
- Your interest rate and annual percentage yield (APY) may change at any time at the discretion of the bank.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Interest begins to accrue on the business day you deposit cash or noncash items (for example, checks) and is earned on the daily balance in the account at the rate that corresponds to that deposit level.
- Interest is compounded monthly and credited to your account monthly. If you close your account before interest is credited, you will receive the accrued interest.

Personal Checking

- Minimum daily balance requirement to avoid a maintenance service fee is \$100.00. If the account balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$5.00 fee. Service fee can be avoided by maintaining a minimum daily balance of \$1,000.00 in a linked statement savings account on a combined statement.

1st Year Free Personal Checking

- There will be no monthly service fee assessed for the first year of this account. After this account has been opened for one year, it will convert to a "Personal Checking" account. At that time the account is subject to the terms and conditions of the "Personal Checking" account.

Interest Checking

- Minimum daily balance requirement to avoid a maintenance service fee is \$500.00. If the account balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$7.00 fee. Service fee can be avoided by maintaining a minimum daily balance of \$1,000.00 in a linked statement savings account on a combined statement.

Account Name	Minimum Balance to Open	Minimum Daily Balance to Obtain Annual Percentage Yield	Interest Rate		Annual Percentage Yield (APY)
Statement Savings	\$100.00	\$200.00	\$0 to \$199.99	No Interest	N/A
			\$200.00 and Above	0.1998%	0.20%
IRA Statement Savings	\$100.00	\$200.00	\$0 to \$199.99	No Interest	N/A
			\$200.00 and Above	0.1998%	0.20%
NJ Passbook	\$100.00	\$200.00	\$0 to \$199.99	No Interest	N/A
			\$200.00 and Above	0.2497%	0.25%
First-year Free Statement Savings	\$10.00	\$10.00	\$0 to \$9.99	No Interest	N/A
			\$10.00 and Above	0.1998%	0.20%
Youth Statement Savings	\$25.00	\$25.00	\$0 to \$24.99	No Interest	N/A
			\$25.00 and Above	0.1998%	0.20%
NJ Youth Passbook	\$25.00	\$25.00	\$0 to \$24.99	No Interest	N/A
			\$25.00 and Above	0.2497%	0.25%
Select Savings	\$5,000.00	None	\$0-\$4,999.99	0.2497%	0.25%
			\$5,000-\$9,999.99	0.2497%	0.25%
			\$10,000-\$14,999.99	0.2497%	0.25%
			\$15,000-\$19,999.99	0.3494%	0.35%
			\$20,000 and Above	0.3992%	0.40%
Club Account	\$2.00	None	0.2500%		0.25%

Account Terms – All Savings Accounts

- Current rate and annual percentage yield (APY) will be quoted upon request or at the time of opening an account.
- Your interest rate and annual percentage yield (APY) may change at any time at the discretion of the bank.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Daily balance is the amount of principal in the account at the close of each business day.
- Interest begins to accrue on the business day you deposit cash or noncash items (for example, checks) and is earned on the daily balance in the account at the rate that corresponds to that deposit level.
- Interest is compounded daily and credited monthly. If you close your account before interest is credited, you will receive the accrued interest. (Please see below for interest information on Club Accounts).
- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-918-4473 to find out whether or not the deposit has been made.
- See the separate "Personal Schedule of Fees" for other fees that may apply to these accounts.

Statement Savings/Youth Statement Savings/Select Savings/First Year Free Statement Savings/NJ Passbook/NJ Youth Passbook

- You may make up to six (6) pre-authorized withdrawals or transfers per month or statement cycle. Preauthorized transfers are defined as: transfers or withdrawals out of your Savings account to another account or to a 3rd party, via automatic transfer, overdraft protection, telephone banking, online banking, or ATM purchases (POS). A \$10.00 fee will be assessed for each item that exceeds the six (6) item limit.
- Overdraft fees will be charged for overdrafts or non-sufficient items (NSF) created by electronic means. Please refer to our separate "Personal Schedule of Fees" for more information.

Statement Savings and NJ Passbook

- Minimum daily balance requirement to avoid a maintenance service fee is \$200.00. If the daily balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$3.00 fee.

IRA Statement Savings

- No maintenance service fee on IRA Statement Savings.

First-year Free Statement Savings

- After this account has been opened for one year, it will convert to a "Statement Savings" account. At that time the account is subject to the terms and conditions of the "Statement Savings" account

Youth Statement Savings and NJ Youth Passbook

- Youth Statement Savings and NJ Youth Passbook accounts are opened for account holders under the age of 18.
- If a Youth Statement Savings or NJ Youth Passbook account remains open after the account holder reaches the age of 18 the following condition applies:
 - Minimum daily balance requirement to avoid a maintenance service fee is \$100.00. If the daily balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$2.00 fee.

Select Savings

- A 90-day notice is required for withdrawals from the Select Savings account. A penalty fee in the amount of \$.50 per \$100.00 will be assessed for each month 3rd Fed Bank has not received prior notice of withdrawal. A minimum charge of \$15.00 will be assessed on withdrawals requested without prior notice.

Club Accounts

- Simple interest is not compounded and will be paid at the completion of your club. If you close your account prior to the completion of the club you will receive the accrued interest but an incomplete club fee will be assessed.

Account Name	Minimum Balance to Open	Minimum Daily Balance to Obtain Annual Percentage Yield	Interest Rate		Annual Percentage Yield (APY)
Evergreen Money Market	\$1,000.00	None	\$0-\$2,499.99	0.1998%	0.20%
			\$2,500.00-\$9,999.99	0.1998%	0.20%
			\$10,000.00-\$24,999.99	0.1998%	0.20%
			\$25,000.00-\$49,999.99	0.1998%	0.20%
			\$50,000.00-\$99,999.99	0.3993%	0.40%
			\$100,000.00-\$249,999.99	0.3993%	0.40%
			\$250,000.00 and Above	0.4989%	0.50%
Growing Green	\$10,000.00	None	\$0 - \$9999.99	0.1998%	0.20%
			\$10,000.00 and above	0.3993%	0.40%
Emerald Money Market	\$5,000.00	None	0.1998%		0.20%

Account Terms - All Money Market Accounts

- Current rate and annual percentage yield (APY) will be quoted upon request or at the time of opening an account.
- Your interest rate and annual percentage yield (APY) may change at any time at the discretion of the bank.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Daily balance is the amount of principal in the account at the close of each business day.
- Interest begins to accrue on the business day you deposit cash or noncash items (for example, checks) and is earned on the daily balance in the account at the rate that corresponds to that deposit level.
- Interest is compounded and credited to your account monthly. If you close your account before interest is credited, you will receive the accrued interest.
- Overdraft fees will be charged for overdrafts or non-sufficient items (NSF) created by electronic means, followed by paper check. Please refer to our separate "Personal Schedule of Fees" for more information.
- You may make up to six (6) checks, pre-authorized withdrawals, or transfers per month or statement cycle. Preauthorized transfers are defined as: transfers or withdrawals out of your Money Market account to another account or to a 3rd party, via automatic transfer, overdraft protection, telephone banking, online banking, or Debit card (Point of Sale Transaction). A \$10.00 fee will be assessed for each item that exceeds the six (6) item limit.
- If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-918-4473 to find out whether or not the deposit has been made.
- See the separate "Personal Schedule of Fees" for other fees that may apply to these accounts.

Evergreen Money Market

- Minimum daily balance requirement to avoid a maintenance service fee is \$1,000.00. If the daily balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$5.00 fee.

Emerald Money Market

- Minimum daily balance requirement to avoid a maintenance service fee is \$2,000.00. If the daily balance falls below the minimum daily balance requirement at any time during the statement cycle there will be a \$5.00 fee

Account Name	Minimum Balance to Open	Minimum Daily Balance to Obtain Annual Percentage Yield	Interest Rate	Annual Percentage Yield (APY)
3 Month	\$500.00	None	0.2497%	0.25%
6 Month	\$500.00	None	0.2996%	0.30%
7 Month	\$500.00	None	0.2996%	0.30%
9 Month	\$500.00	None	0.2996%	0.30%
1 Year	\$500.00	None	0.3992%	0.40%
13 Months	\$500.00	None	0.3992%	0.40%
15 Months	\$500.00	None	0.4490%	0.45%
18 Months	\$500.00	None	0.4490%	0.45%
2 Years	\$500.00	None	0.5485%	0.55%
30 months	\$500.00	None	0.6479%	0.65%
3 Years	\$500.00	None	0.7472%	0.75%
4 Years	\$500.00	None	0.9951%	1.00%
5 Years	\$500.00	None	1.2428%	1.25%
10 Years	\$500.00	None	1.2428%	1.25%
Other				

Account Terms - All Certificate of Deposit Accounts

- Current rate and annual percentage yield (APY) will be quoted upon request or at the time of opening an account.
- Annual percentage yield (APY) assumes interest remains on deposit. Withdrawals of interest will reduce earnings.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Daily balance is the amount of principal in the account at the close of each business day.
- Interest begins to accrue on the business day you deposit cash or noncash items (for example, checks) and is earned on the daily balance in the account at the rate that corresponds to that deposit level.
- Interest is compounded daily and credited to your account annually, or as elected on your certificate.
- The interest rate for your account will be paid until maturity.
- Interest can remain in the account for compounding or be withdrawn by interest check or transferred to another account at the bank.
- This account will automatically renew at maturity. You have a grace period of seven (7) calendar days after the maturity date to withdraw the funds without being charged a penalty.
- After the account is opened, you may not make deposits into or withdrawals other than interest from this account until the maturity date.
- If any of the deposit is withdrawn before the maturity date, a penalty as shown below will be imposed and could result in partial loss of principal.

Term

3-11 months
12-35 months
36-59 months
60-120 months

Early Withdrawal Penalty

3 months interest
6 months interest
9 months interest
12 months interest

- If the withdrawal occurs within 6 days after the date of the account opening, we calculate the amount of the early withdrawal penalty as stated above but in no event will the withdrawal penalty be an amount less than the equivalent of 7 days of interest.
- See the separate "Personal Schedule of Fees" for other fees that may apply to these accounts.

Platinum Checking Accountholder - Bonus interest rate is only available to Platinum Checking accountholders at the time of initial deposit into a Certificate of Deposit (Certificate of Deposit Specials are exempt). The bonus rate is not automatically applicable at time of Certificate renewal. The bonus rate is subject to change at any time.

Account Name	Minimum Balance to Open	Minimum Daily Balance to Obtain Annual Percentage Yield	Interest Rate	Annual Percentage Yield (APY)
3 Month IRA CD	\$500.00	None	0.2497%	0.25%
6 Month IRA CD	\$500.00	None	0.2996%	0.30%
7 Month IRA CD	\$500.00	None	0.2996%	0.30%
1 Year IRA CD	\$500.00	None	0.3992%	0.40%
13 Months IRA CD	\$500.00	None	0.3992%	0.40%
15 Months IRA CD	\$500.00	None	0.4490%	0.45%
18 Months IRA CD	\$500.00	None	0.4490%	0.45%
2 Years IRA CD	\$500.00	None	0.5485%	0.55%
30 months IRA CD	\$500.00	None	0.6479%	0.65%
3 Years IRA CD	\$500.00	None	0.7472%	0.75%
4 Years IRA CD	\$500.00	None	0.9951%	1.00%
5 Years IRA CD	\$500.00	None	1.2428%	1.25%
Other				

Account Terms - All Certificate of Deposit Accounts

- Current rate and annual percentage yield (APY) will be quoted upon request or at the time of opening an account.
- Annual percentage yield (APY) assumes interest remains on deposit. Withdrawals of interest will reduce earnings.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Daily balance is the amount of principal in the account at the close of each business day.
- Interest begins to accrue on the business day you deposit cash or noncash items (for example, checks) and is earned on the daily balance in the account at the rate that corresponds to that deposit level.
- Interest is compounded daily and credited to your account annually, or as elected on your certificate.
- The interest rate for your account will be paid until maturity.
- Interest can remain in the account for compounding or be withdrawn by interest check or transferred to another account at the bank.
- This account will automatically renew at maturity. You have a grace period of seven (7) calendar days after the maturity date to withdraw the funds without being charged a penalty.
- After the account is opened, you may not make deposits into or withdrawals other than interest from this account until the maturity date.
- If any of the deposit is withdrawn before the maturity date, a penalty as shown below will be imposed and could result in partial loss of principal.

Term

3-11 months
 12-35 months
 36-59 months
 60-120 months

Early Withdrawal Penalty

3 months interest
 6 months interest
 9 months interest
 12 months interest

- If the withdrawal occurs within 6 days after the date of the account opening, we calculate the amount of the early withdrawal penalty as stated above but in no event will the withdrawal penalty be an amount less than the equivalent of 7 days of interest.
- See the separate "Personal Schedule of Fees" for other fees that may apply to these accounts.
- Additional terms and conditions of the retirement account are disclosed in IRS Form 5305.

Platinum Checking Account Holder - Bonus interest rate is only available to Platinum Checking account holders at the time of initial deposit into a Certificate of Deposit (Certificate of Deposit Specials are exempt). The bonus rate is not automatically applicable at time of Certificate renewal. The bonus rate is subject to change at any time.

Overdraft Privilege Information Guidelines

Purpose

Having a check returned due to insufficient funds can be a costly and embarrassing experience. That is why 3rd Fed Bank provides "Overdraft Privilege" for our checking account customers.

3rd Fed Bank Overdraft Privilege gives you an added level of protection against unanticipated cash flow emergencies and account reconciliation errors.

3rd Fed Bank does not encourage overdrafts. As always, we encourage our customers to manage their finances responsibly. This service saves our customers from embarrassment, additional merchant fees or other problems that might occur if a check is returned.

What is Overdraft Privilege?

Overdraft Privilege is a "safety net" privilege that allows you to enter into an overdraft position without having insufficient checks returned. This is a discretionary service. When an overdraft is covered by the 3rd Fed Bank Overdraft Privilege limit assigned to that respective checking account, 3rd Fed Bank automatically subtracts the amount of the check and the overdraft fee of \$29 for each item paid. You will only be charged 5 overdraft fees per day, even if we elect to cover additional overdrafts. As a non-contractual service, the bank may withdraw the privilege based on poor performance of the account—basically failure to cover the overdrafts and excessive usage.

What it is not

Overdraft Privilege is not a loan or line of credit! It is important to understand that Overdraft Privilege is provided as a customer service and is a privilege extended by the bank.

Transaction payments sequences:

3rd Fed Bank's daily posting order on your checking account includes paying electronic checks and electronic recurring payments by amount, from lowest to highest followed by paying paper checks by check number, lowest to highest. Transactions are not processed in the order in which they occurred. The order in which transactions are received and processed by 3rd Fed Bank can affect the total amount of overdraft fees incurred.

Transactions covered under the program:

- Checks
- Recurring electronic payments

Transactions not covered under the program:

- ATM transactions
- Debit card POS transactions
- Telephone initiated transactions
- Online bank transfers
- Internal bank transfers

How does 3rd Fed Bank's Overdraft Privilege work?

As long as you maintain your account in good standing (defined as making regular deposits and bringing your

account to a positive balance at least once every 10 days), 3rd Fed Bank may honor overdrafts up to the Overdraft Privilege limit for that respective account.

What is an account in good standing?

- Your account has been open at least 60 days.
- You have not been overdrawn 10 or more consecutive days.
- You make regular deposits into your checking account.
- You are not in default or delinquent status on any loan obligation to us.
- You are not subject to any legal or administrative order or levies.

What does 3rd Fed Bank's Overdraft Privilege cost?

There is no additional cost associated with this privilege -- unless it is utilized. When utilized, you will be charged our standard overdraft fee of \$29 for each item paid under the established limit. You will only be charged 5 overdraft fees per day, even if we elect to cover additional overdrafts.

What is the 3rd Fed Bank's Overdraft Privilege Threshold?

The Overdraft threshold is based on your relationship with 3rd Fed Bank. The activity in your checking account is evaluated daily for specific unique account characteristics to establish your threshold. The threshold may change periodically based on account activity. Dynamic overdraft limits are determined upon: deposit activity, deposit regularity, overdraft incident trends and the age of your account.

- Personal checking accounts have a maximum overdraft limit of \$500.
- Business checking accounts have a maximum overdraft limit of \$1,000.
- Maximum limits are unable to be adjusted.

What do I do if I do not want 3rd Fed Bank's Overdraft Privilege?

Overdraft Privilege may be removed at any time. Simply notify the staff at any of our offices.

What if I change my mind and want to re-enter the 3rd Fed Bank's Overdraft Privilege program?

An Overdraft Privilege limit may be re-assigned as long as the account has remained in good standing.

How will I know when I use my overdraft limit? What if I go beyond my Overdraft Privilege Limit?

Whenever 3rd Fed Bank pays an item that accesses your account with Overdraft Privilege, an overdraft notice will be mailed to you on the same day. Overdrafts above and beyond a customer's established Overdraft Privilege limit may result in a check(s) and recurring electronic payments being returned to the payee. The standard overdraft fee of \$29 will be charged per item and assessed to your account. In order not to exceed your established Overdraft Privilege limit, you need to note that the amount of the overdraft, plus our standard overdraft fee of \$29 for each item, will be deducted from your overdraft limit.

How quickly must I repay my 3rd Fed Bank Overdraft Privilege?

You should make every attempt to bring your account to positive balances within 10 days. If you do not, Overdraft Privilege limit may be suspended.

What happens if I cannot cover my overdrafts?

If, after 30 days, your account has not been brought to a positive balance, the account will be charged off and closed. Once an account is charged off, you will be reported to ChexSystems and will not be permitted to open another account with us – unless the original amount owed is satisfied and it is decided that you are in good standing with our bank.

How soon can I use my 3rd Fed Bank's Overdraft Privilege?

When a customer establishes a new checking account, they may be able to use the overdraft privilege service assigned to his/her account 60 days after the account is opened providing the account has remained in good standing for that entire time.

Overdraft Options

Option A: No Overdraft Service	If you choose not to opt in to any kind of overdraft service, transactions that would cause an overdraft will be declined. (An insufficient funds fee will be incurred. See 3rd Fed Bank Schedule of Fees.)		
Option B: Overdraft Protection Plan (does not apply to business accounts)	Overdraft Transfer Fee	\$8	Fee charged daily when a transfer to cover an overdraft takes place from a linked savings, checking or money market account.
Option C: Overdraft Privilege Plan	Overdraft Privilege Fee	\$29	Per overdraft covered by 3rd Fed Bank.
	Maximum number of overdraft privilege fees per day	5	You will only be charged five overdraft privilege fees per day, even if we elect to cover additional overdrafts.
	Minimum Amount Required to Trigger an Overdraft Privilege Fee	\$3	If you are overdrawn by this amount or less, you will not incur an overdraft privilege fee. See Overdraft Privilege Information Guidelines brochure for detailed information.

Personal Account Schedule of Fees

Account Closing within 3 months of opening.....	\$10.00
American Express Gift Card.....	4.50
American Express Gift Check.....	3.00
American Express Travelers Checks per \$100.00 (single signature).....	2.00
American Express Travelers Checks per (two signatures).....	2.50
Amortization Schedule.....	10.00
ATM Replacement Card.....	10.00
Rush Card.....	35.00
Bank/Cashiers Check.....	7.00
Check Orders.....	varies
Checkbook Accessories and Reorder of Additional Deposit Tickets.....	varies
Club Account Closed Prior to Maturity.....	5.00
Coin Counting Fee – First 10 minutes of processing loose coin is free. A service charge of \$10.00 per each quarter hour of processing coin through the coin machine will be assessed.	
Minimum Charge.....	10.00
Coin Machine (non-customers only).....	5% of total amount of coins processed
Copies of Checks and Money Orders (per item).....	3.00
Copies of Statement Prints/Balance History (per item).....	3.00
Copies of Statements and Miscellaneous Items (per item)	3.00
Copy/Replacement 1099 Form (per item).....	5.00
Counter Check (per check).....	1.00
Dormant Account Fee (per month).....	5.00
Escheat.....	50.00
Fax Service	
Local first page.....	2.00
Long Distance first page.....	3.00
Each Additional Page.....	0.50
Foreign or Canadian Items.....	varies
Government Levies, Writs and Attachments, etc.....	175.00
Incomplete Club (only passbooks).....	5.00
Insufficient Funds	
Per Check Returned.....	29.00
Per Check Paid.....	29.00
IRA Trustee to Trustee Transfer.....	25.00
Lost Passbook Replacement.....	5.00
Money Market Accounts and Savings Accounts: Excess of 6 transfers or withdrawals per monthly or statement cycle made by check, draft, debit card, telephone transfer, internet banking or similar order per item.....	10.00
Money Order (\$2,000.00 Maximum)	
Regular.....	3.00
Senior Citizen.....	1.00
Stop Payment – Money Order.....	25.00
Night Depository – Initial Setup plus 30 bags.....	20.00
Additional Bags (per bag).....	0.50
Replacement or Additional Key.....	3.00
Overdraft (per item paid or returned).....	29.00
Overdraft fees will be charged for overdrafts created by paper checks or electronic items.	
Overdraft Transfer Fee.....	8.00

Photocopies (each page).....	0.35
Reactivate/Reopen Account.....	5.00
Reconcile/Research Account (per hour).....	25.00
Return Deposited Item.....	10.00
Returned Statement.....	5.00
Rolled Coin (per roll).....	0.15
Safe Deposit Boxes*	
Annual Box Fees	
2x5x24.....	25.00
3x5x24.....	32.00
5x5x24.....	45.00
6x5x24.....	58.00
3x10x24.....	58.00
5x10x24.....	85.00
6x10x24.....	125.00
10x10x24.....	150.00
Inventory.....	50.00
Drilling.....	Locksmith Fee + 30.00
Lost Key.....	Locksmith Fee + 12.00
Rental Late Payment.....	10.00
Stop Payment Order.....	25.00
Telephone Transfer Request - Branch Assisted.....	2.00
Uncollected Funds	
Per Check Returned.....	29.00
Per Check Paid.....	29.00
Wire Transfer	
U.S.	
Incoming.....	10.00
Outgoing.....	20.00
Foreign	
Incoming.....	Receiver's Cost + 15.00
Outgoing.....	Sender's Cost + 30.00
Popmoney®	
Electronic Person-to-Person Payment (per item).....	0.50

Monthly service charges may apply if account balances fall below the minimum requirement. See your account disclosure for more details.

*If applicable, subject to State Sales Tax.

Changes are noted in bold

Business Account Schedule of Fees

Account Closing within 3 months of opening.....	\$10.00
ACH Processing (Fee assessed through the Business Analysis Account)	
Monthly Fee	15.00
One Time Setup	30.00
Per ACH Batch	5.00
Per Entry.....	0.10
Per Returned ACH Entry.....	10.00
Bank/Cashiers Check	7.00
Business Analysis Checking	
Monthly Fee	15.00
Checks Paid.....	0.15
Deposited Items	0.15
Deposits	0.30
Business Debit Replacement Card.....	10.00
Rush Card	35.00
Check Orders.....	varies
Checkbook Accessories and Reorder of Additional	
Deposit Tickets	varies
Coin Counting	
Coin Counting Fee – First 10 minutes of processing loose coin is free. A service charge of \$10.00 per each quarter hour of processing coin through the coin machine will be assessed	
Minimum Charge.....	10.00
Coin Machine (non-customers only)	5% of total amount of coins processed
Copies of Statement Prints/Balance History (per item).....	3.00
Copies of Statements and Miscellaneous Items (per item)	3.00
Dormant Account Fee (per month)	5.00
eDeposit (Fee assessed through the Business Analysis Account)	
Monthly Fee	40.00
Foreign or Canadian Items	varies
Government Levies, Writs and Attachments, etc.....	175.00
Insufficient Funds	
Per Check Returned	29.00
Per Check Paid	29.00
Landlord Tenant Lease Security Group	no charge
Money Order (\$2,000.00 Maximum)	
Regular.....	3.00
Stop Payment – Money Order.....	25.00
Night Depository - Initial Setup plus 30 bags	20.00
Additional Bags (per bag).....	0.50
Replacement or Additional Key	3.00
Online Banking with Bill Pay.....	no charge
Overdraft (per item paid or returned).....	29.00
Overdraft fees will be charged for overdrafts created by paper checks or electronic items.	
Overdraft Transfer Fee	8.00
Reconcile/Research Account (per hour)	25.00
Return Deposited Item	10.00
Re\$ubmittl	no charge
Returned Statement.....	5.00
Rolled Coin (per roll).....	0.15

Stop Payment Order	25.00
Sweep Account Processing (Fee assessed through the Business Analysis Account)	
Zero Balance, Money Market, Cash Concentration	
Monthly Fee	25.00
Uncollected Funds	
Per Check Returned.	29.00
Per Check Paid.	29.00
Wire Transfers	
US	
Incoming.....	10.00
Outgoing.....	20.00
Foreign	
Incoming.....	Receiver's Cost + 15.00
Outgoing.....	Sender's Cost + 30.00

We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature or other agreement you have with us, you agree that if any account's intent is to require two or more signers on items drawn on or withdrawals from the account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, the Bank will have no liability to you, you agree that we can honor checks signed by any authorized signer, even if there are two or more lines on the items for your signature and two signatures are required.

Changes are noted in bold

Your Deposit Account

Rules & Agreements; Terms & Conditions; Electronic Transfers; Funds Availability

Terms Applicable to all Deposit Accounts

In this brochure, “you” and “your” refer to the owner and, where applicable, each co-owner of a deposit account (an “account”). By opening your account, you agree to the terms and conditions contained in:

- this brochure;
- the Bank’s funds availability policies;
- the Bank’s applicable fee and information schedule; and
- any additional disclosures that the Bank may provide at the time you open your account.

Together, these terms and conditions form a binding contract and make up the entire agreement between you and the Bank regarding the handling of your account (this “Agreement”). This Agreement applies to each deposit account at the Bank whether held by a natural person primarily for personal, family or household purposes (a “consumer account”) or otherwise (a “non-consumer account”). You should retain a copy of this Agreement and any information that the Bank provides you regarding changes to this Agreement for as long as your account is open. You should ask the Bank any questions you have about this Agreement. This Agreement may be changed by the Bank from time to time. Notice of a change may be provided by any means the Bank considers appropriate. Unless the law requires notice by another means, notice of a change in this Agreement may be provided by posting in the Bank’s lobby. If any part of this Agreement is held invalid in a legal proceeding, it will not affect the validity of any other part.

Definitions

“Bank” means 3rd Fed Bank.

“You” and “Your” means the person(s) signing the account signature card(s).

“Account” means Checking, Savings, Money Market, or any other account the Bank may offer.

“Agreement” means this Agreement.

“Certificate Account” means an account evidenced by a Certificate of Deposit.

“Collected Funds” means the value of any check(s) or other instrument(s) which you deposited into your account for which the Bank has received payment from the bank on which it was drawn.

“Business Day” means any day other than Saturday, Sunday, or a bank holiday during the scheduled hours posted in the banking offices.

Signature

You authorize the Bank to recognize the signature(s) on your account signature card for transactions on your account. The Bank reserves the right to refuse the withdrawal of all or part of your account by any individual whose signature does not appear on the signature card of your account, or whose signature, in the Bank’s sole opinion, does not match that on the signature card.

The Bank is not liable for any fraudulent misuse of your account as long as reasonable care was taken by the Bank and properly signed and/or authorized withdrawal instructions are presented for withdrawal of money from your account.

No Two Signature Accounts, Unauthorized or Missing Signatures

We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature or other agreement you have with us, you agree that if any account’s intent is to require two or more signers on items drawn on or withdrawals from the account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, the Bank will have no liability to you, you agree that we can honor checks signed by any authorized signer, even if there are two or more lines on the items for your signature and two signatures are required. The Bank will have no liability to you for failing to detect a forgery of your signature or an alteration of an item, if the forgery or alteration is one that a person could not reasonably be expected to detect.

Acts and Omissions of Other Financial Institutions

The Bank will not be liable for the intentional wrongdoing or the lack of ordinary care by any financial institution to which the Bank has forwarded an item deposited to your account.

Waiver

If the Bank waives any of its rights on any one occasion, it will not be considered a waiver of the Bank’s rights on any other occasion.

Verification of Transactions; Right To Reverse Erroneous Credits

All transactions, including without limitation those for which the Bank has provided a receipt, are subject to the Bank’s final verification. The Bank may reverse any credit it has erroneously made to your account at any time without prior notice.

General Limitations

The Bank will have no liability to you, other than as provided in this Agreement. The Bank will meet its duty to care for your account if it exercises ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, “ordinary care” does not require that the Bank examine the item. “Ordinary care” requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. A mere clerical error, or an honest mistake, will not be considered a failure of the Bank to perform any of its obligations. Unless imposed by law, the Bank will not be liable for consequential, special, punitive or indirect loss or damages.

Endorsements

The Bank is authorized to supply your endorsement to any item taken for collection, payment or deposit to your account.

Deposits and Withdrawals

Unless otherwise agreed in writing, the Bank is authorized to accept a deposit to your account from anyone, made in any manner and at any time. The Bank reserves the right to limit all or part of a deposit or to limit or refuse deposits at our discretion. No check or similar instrument that you deposit to your account is considered to be received until accepted by the Bank. All deposits are subject to verification of dollar amount and number of items and collection (when the Bank has received final payment).

You must maintain sufficient collected funds to cover checks you write and preauthorized transfers or withdrawals you request. Funds will be deemed accepted and available for withdrawal as set forth in our Availability of Funds and Collection of Checks policy. Funds you deposit by check may be delayed for longer periods on deposit accounts.

If the Bank receives any item payable to you with any endorsement missing, you authorize the Bank to endorse it for you and deposit it into your account. If any check or similar instrument you deposit is returned unpaid for any reason, we have the right to charge the item back to your account and adjust related interest.

In any event, you will be liable for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus costs associated with collection of all or any part of such amount due from you, including reasonable attorney fees.

Deposits and withdrawals may be subject to a service charge.

Closing the Account

The Bank may close your account at any time, with or without cause, and for any reason, by sending you notice and a check for the amount in the Bank's possession to which you may be entitled. There may be a short delay before the Bank releases any remaining funds in your account to you, in order to allow for the processing of outstanding checks or uncollected deposits.

Change of Address

You are to notify the Bank immediately, in writing, of any change in your mailing address.

Mailing of Statements

Statements and other information regarding your account will be mailed to you at the last address you have given the Bank, unless the Bank agrees otherwise in writing. If your account is a joint account, the Bank may mail the statement to any owner.

Your Obligation To Review Statements and Items To Report Irregularities

You agree to promptly and carefully examine each statement you receive from the Bank. You will promptly report any erroneous credit. You also agree to promptly and carefully examine any paid items that are returned with your statement. If items are not returned with your statement, upon your request, the Bank will promptly provide you with a copy of any item in its possession. Within 60 days after the Bank mails or otherwise makes the statement available to you, you will report to the Bank any claim for credit or refund due for example (and without limitation) to either an erroneous debit, a missing

signature, an unauthorized signature, or a material alteration. If you don't, the stated balance will be conclusively presumed to be correct. This means that the Bank is released from all liability for the items charged to your account, and for all other transactions or matters covered by the statement.

Your Obligation to Return or Identify Unauthorized Items

You will promptly return any item that has been incorrectly charged to your account. If it has not been given to you, you will provide the number of the item and any other information the Bank may require.

Fees and Expenses

You will pay the Bank a fee for its services in accordance with its then current fee and information schedule. Fees and expenses may be deducted from your account and may, at the Bank's option, be charged against your account during a statement period other than the one to which they relate. If your account is closed, you will continue to be responsible for any fees that may have accrued, any items deposited to or drawn against your account prior to its being closed, and any fees and expenses related to those items. If the Bank incurs any costs or expenses enforcing this Agreement, you will pay those costs and expenses, including reasonable attorneys' fees and court costs.

Direct Deposits Returned by the Bank

If in connection with a direct deposit plan, funds are deposited to your account and later returned to the originator, the Bank may deduct the amount from that or any other account you have, without prior notice and at any time, except as prohibited by law. The Bank may also use any other legal remedy to recover the amount.

The Bank's Right to Setoff; Security Interest

The Bank may setoff against any accounts you own in your name (including matured and unmatured time accounts) for any obligation you owe the Bank, whether due or not, at any time and for any reason as allowed by law. This includes both secured and unsecured debts and debts you owe individually or together with someone else. If there is more than one owner of your account, this includes the debts and liabilities of any owner without regard to your contribution to the funds then on deposit in the account. The Bank may consider this Agreement as your consent to the Bank's exercise of its right to setoff should any law require your consent. The Bank's right to setoff shall not apply to any account you hold in a representative capacity or to any of your tax-deferred retirement accounts (for example, IRA accounts) that you may now or hereafter maintain with the Bank. To secure your performance of this Agreement, you grant the Bank a lien on and security interest in your account which is independent of the Bank's right to setoff.

Transferability

Your account is not transferable, assignable or negotiable.

Tax Reporting

The Bank is required to provide the Internal Revenue Service and the States of New Jersey or Pennsylvania as applicable with a statement of interest earned each year on your account, if any. Interest will be reported in the name of the depositor whose social security number or tax identification number

appears first on the signature card. Federal law requires the Bank to withhold a portion of the interest you earn if you have not certified to the Bank, in writing, your correct social security number or tax identification number.

In the event of your death, all payments to or withdrawals from your account will be subject to State and Federal inheritance, estate and succession tax laws and regulations.

The Bank's Right to Change Your Account to Another Bank Product

The Bank may convert your account to another product offered by the Bank at any time by giving you prior notice. If your account is a time deposit account, the conversion will not occur before its next maturity date. If you do not close your account, it may convert to that other product on the date specified in the notice.

Joint Accounts, Trust Accounts and Custodial Accounts

If your account is set up as a joint account, trust account, or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

Any custodial account will be maintained subject to the Uniform Transfers to Minors Act, or other applicable State or Federal Law.

The Bank has no liability to you if the Bank makes any payments from your account in accordance with the Multiple Party Deposit Account Act. In all accounts with two or more joint owners, including both joint accounts and trust accounts, each party appoints the other his/her/their attorney(s) with full power to deposit monies of the other into the account and to endorse any check, draft, note or other instrument payable to the order of the other party, or both, or all of the parties.

Joint Account

All deposits made to a joint account become the property of the person(s) indicated on the account and the Bank may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Each party on the account has a right to payment from the account. When doing business involving a joint account, the Bank can act on the written instructions of one or more of the respective joint owners. The Bank will continue to follow these instructions until the Bank receives written notice to change them from all account holders. Notice to any one of you will be notice to all of you.

The account is a joint account with a right of survivorship, and you cannot change the ownership in your will. If one of the persons named in the account should die, the Bank may continue to honor checks, withdrawals, orders or requests by any surviving person named on this account and will consider them the surviving person(s) named on the account. If one depositor dies and you are the only survivor, you will own the balance remaining.

The Bank has no obligation to separately account for each of your interests in the account. Any owner may supply an endorsement of another owner. The Bank may act on the instructions of any owner; however, instructions to remove an owner's name or restrict an owner's use may only be made by

the owner whose name is to be removed or whose use is to be restricted, by that owner's legal representative(s) or by court order. The Bank may close the account on the instructions of any one of you or your legal representative(s). If there is an overdraft, you will each be jointly and severally liable for the amount, without regard to which of you caused the overdraft or benefited from the proceeds. In the event of setoff, the enforcement of its security interest or legal action such as a tax levy, third party garnishment or levy, seizure or forfeiture affecting any owner, the Bank may treat all funds in the account as belonging to the affected owner.

Trust Accounts

If you have a trust account, you have an account in the name of one or more individuals named as trustee for one or more beneficiaries. If this is a trust account, you may change the named beneficiary at any time. You agree to perform all your duties as trustee for the account as required by law. This does not include trust accounts created under a will, separate written agreements between individuals, or other fiduciary accounts such as attorney/trustee accounts and rent security deposit accounts.

If your account is opened as a trust account, ownership of the account cannot be changed by your will. The account belongs to the trustee(s) during the lifetime of the trustee(s) and belongs to the beneficiary(ies) upon the death of all of the trustees. The beneficiary(ies) has (have) no right to the funds in the account while a trustee is alive.

Uniform Transfers/Gifts to Minors Act Accounts

This account may be opened in accordance with the Uniform Transfers/Gifts to Minors Act as enacted in the states of Pennsylvania or New Jersey. Only the custodian is authorized to instruct the Bank regarding the account. The Bank may, however, disclose information about the account to the minor or the minor's representative(s).

Corporate, Partnership and Other Organizational Accounts

You agree to provide the Bank with a separate authorization informing the Bank of the authorized signers if requested to do so. The Bank may exclude these accounts from this agreement, and require a separate or supplemental agreement.

Payable on Death Accounts

If you have a P.O.D. account, an account in the name of one or more parties payable to one or more payees upon the death of all of the parties, you cannot change the ownership of the P.O.D. account by your will. The account belongs to the parties during the lifetime of the parties and belongs to the payees upon the death of all parties. The payees have no right to the funds in the account while a party is alive. If there are two or more parties, each party has the right to payment from the account.

You may change or remove the name of a payee or beneficiary at any time by giving the Bank proper written notice by all account signers. If at the time you die (or the last surviving owner dies) a beneficiary is a minor, the Bank may transfer that beneficiary's interest to a person appointed custodian for that beneficiary in accordance with the Pennsylvania or New Jersey Uniform Transfers/Gifts to Minors Act.

Earnings and Interest Payments

Variable or market rate accounts have an interest rate that can change periodically. If your account is an interest bearing account, the Bank will establish the interest rate and yield on your account based on current market conditions. Rates are established for a limited time only, may vary and are posted in the banking offices. See the Disclosure of Account Terms.

Forgeries, Lost or Misplaced Items

If the Bank encloses checks, instruments, or other items in your statement, it is your obligation to examine those checks, instruments and other items to determine whether they contain forged or unauthorized signatures or endorsements. If you find that a check or other instrument has been signed or endorsed by an unauthorized person, you must notify the Bank immediately. If you do not present your claim to the Bank within sixty (60) days from the date you receive the statement containing the forged item, you agree that you will not hold the Bank responsible for any loss you may suffer because of your failure to review your statement and any enclosed items.

Account Balance

The balance in your account may either be described as a "current balance" or "available balance." A current balance is the actual ledger balance in your account. It reflects all transactions that have posted to your account. An available balance is the balance in your account that is available to you for all uses. Your current and available balances may not always be the same.

Overdrafts and Nonsufficient Funds

The Bank may pay or return any item that is drawn against nonsufficient funds. Any decision to return an item may be made without notice to you, even though the Bank may have previously established a pattern of honoring such items. Any negative account balance is immediately due and payable, unless the Bank agrees otherwise in writing. Overdraft fees will be charged for overdrafts created by electronic check, followed by paper check. Items are paid in order of lowest to highest check number. Consult the Bank's Schedule of Fees for current fees. In addition, you will be responsible to pay reasonable fees for any collection effort.

Deposited Items Returned Unpaid

The Bank has the right to charge back to your account any item cashed by you (or your agent or a transferee) or deposited to your account that is returned, even if you have made withdrawals against it. The Bank has the right to pursue collection of such items, even to the extent of allowing the payor bank to hold an item beyond the midnight deadline in an attempt to recover payment. These collection efforts may include sending such items back for collection one or more times. The Bank will have no liability for resubmitting or not resubmitting these items (or for taking any other action it considers reasonable to recover payment) without notice to you.

Method Used to Calculate Earned Interest

The Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless the Bank has specified otherwise

in writing, it will use the daily balance method to calculate interest.

Interest Adjustments

An interest adjustment may be reflected on the statement for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification

Treasury regulations require the Bank to obtain a completed and signed Form W-8 or Form W-9 for each interest bearing account. These forms certify the tax identification number(s) (a "TIN") of the owner(s) of the account. If you are a non-resident alien, you must provide a Form W-8. If there are one or more joint owners and all are non-resident aliens, then each must provide a signed Form W-8. In all other cases, the primary owner must provide a Form W-9. Until it has received the completed and signed Form(s) W-8 or W-9, the Bank may either not pay interest or pay interest and comply with the backup withholding requirements of the Internal Revenue Service. If yours is a checking or savings account, it will earn interest at the rate in effect on the date the Bank receives the Form(s) W-8 or W-9. If your account is a time account, it will earn interest at the rate in effect on the date opened.

Notices and Other Mail

Any notice you send the Bank will not be effective until it is actually received and the Bank has a reasonable opportunity to act on it. Any notices, statements, or other correspondence the Bank sends you may be sent by ordinary mail to the last address the Bank has for you in its records. If there is more than one owner or person authorized to transact business on your account, notices, statements and correspondence may be sent to any one of you. You assume the risk of loss in the mail. Any notice the Bank sends you will be effective when mailed.

Minimum Balance Requirements; Other Restrictions

The Bank may impose minimum balance requirements or other limitations or restrictions on your account, provided such requirements are disclosed to you.

Legal Actions Affecting Your Account

Your account may be subject to legal action, such as a tax levy, third party garnishment, or levy, seizure or forfeiture. Such legal action is subject to the Bank's security interest and right to setoff. Fees or expenses the Bank incurs in responding to legal action (including without limitation attorney's fees and the Bank's internal expenses) may be charged against your account.

Material Appearing on the Back of Items at Time of Issuance

You are responsible for losses incurred by anyone who cashes or accepts your items for deposit, if (i) the loss is due to a delay in the return of the item, and (ii) the delay is caused by material appearing on the back of the item when it was issued by you. This material may include, but is not limited to, carbon bands, blacked-out areas, and printed or written text or numbers.

Adverse Claims

If the Bank receives a claim to all or a portion of your account that is adverse to your interest and the Bank does not believe that it is otherwise adequately protected if it ignores that claim,

the Bank may place a hold on funds that are subject to the claim. The hold may be placed for any period of time the Bank believes to be reasonably necessary to allow a legal proceeding to determine the merits of the claim to be instituted.

Debiting Your Account

Your account may be debited on the day an item is presented by delivery by any means, including electronically.

Determining the Sufficiency of Funds

A determination of your account balance for purposes of deciding whether to pay or dishonor an item may be made at any time between the time of presentment and the time the Bank has established for returning that item. No more than one determination is necessary. In determining the balance that is available to pay items, the Bank may reduce the balance in your account by the amount of any hold that has been placed on your account under the terms of this Agreement, including without limitation any holds that have been placed as a result of an affiliate bank cashing one of your checks, a fee or expense to be charged to your account, or a notice of legal actions or adverse claims. The Bank may conclusively rely on the information it receives in an electronic presentment or a notice from an affiliate bank when determining the available balance in your account and the Bank will not have any liability for refusing to honor any of your items because of insufficient funds, even if the electronic presentment or notice incorrectly describes the amount of an item.

Business Days

The Bank's business days are Monday through Friday. Holidays observed by the Bank are not included. The Bank's business hours are listed in its then current location guide which is available upon request.

Disclosure of Information

Generally, the Bank will not disclose information to third parties about your account, but may do so under the following circumstances:

- when the Bank needs to in order to complete transactions, such as service providers, affiliates, and other financial institutions we have joint marketing agreements with;
- to comply with statute, regulation, or rule;
- when reporting the involuntary closure of your account;
- to comply with a subpoena, search warrant or other government agency or court order;
- when the Bank concludes that disclosure is necessary to protect you, your account, or the interests of the Bank;
- in connection with examinations by state and federal banking authorities;
- to agents of the Bank acting in their official capacity;
- if you give your written permission.

Inactive and Dormant Accounts

If your account, other than a certificate account, has been inactive for a continuous period of one year or longer, the Bank may charge your account a service charge (refer to Schedule of Fees). If you do not use your account or contact the Bank for a continuous period of two years or longer, the Bank may consider the account dormant. In addition, if you do not use your account, or contact the Bank within five (5) years (in Pennsylvania) or three (3) years (in New Jersey), and we are unable to reach you by mail, your account will be subject

to escheat laws. The Bank is required to give the balance remaining in your account to either the State of Pennsylvania or New Jersey, as applicable, and you will have to contact the respective state for the return of your money. If the remaining balance in your account is subject to escheat laws, the Bank is relieved of all responsibilities. Certificate of deposit accounts are subject to escheat laws if you do not contact the bank for a period of two years after the date of the first maturity date.

Indemnity

If you ask the Bank to follow instructions that, in the judgment of the Bank, expose it to potential liability under the law, the Bank may refuse to follow your instructions or may require you to give the Bank adequate security to protect it from any and all losses and expenses incurred in following your instructions.

Continuing Effect

If any one of the provisions or rules in this Agreement is determined by governmental authority to be ineffective, the remaining provisions or rules will continue to be in effect.

Compliance with Law

This agreement is governed by laws of the States of Pennsylvania or New Jersey, as applicable, except to the extent that Federal law is controlling. This includes provisions of the Uniform Commercial Code (UCC) and supplementary equitable law so far as the UCC is not inconsistent with the terms of this Agreement. The account is/may be subject to the provisions of the Disclosure of Account Terms, Electronic Funds Transfer (EFT) Disclosure and the Availability of Funds and Collection of Checks policy, copies of which you acknowledged receiving when you opened your account. Also applicable are clearing house rules and general banking practice.

Amendments, Alterations and Other Information

The Bank reserves the right to change this Agreement. The Bank will notify you of all changes at least thirty (30) days prior to the effective date of the change, either by mail, or by posting notice of the change in the banking offices, or by whatever notice requirements may be required by law. If the Bank waives any portion of this Agreement, the waiver will apply only on that occasion. The Bank is not liable for any action taken with respect to your account which complies with this Agreement.

Additional Terms Applicable to all Checking Accounts

In addition to the preceding general Rules, the following also applies to all Checking Accounts.

Statements

A statement of all activity on your account will be sent to you each month. The statement is the Bank's official record of your account balances and transactions. You must notify the Bank within sixty (60) days of receiving the statement if you discover any discrepancies. If you fail to notify the Bank, you will have no claim against the Bank. It is your responsibility to notify the Bank in writing of any mailing address change on your account. The Bank may not send a statement if the Bank does not have a valid address.

Checks

The Bank may refuse to pay any check drawn on your account unless it is presented for payment in a form the Bank has provided or approved. All checks, drafts or other instruments

presented for deposit must be in a format that can be processed and photographed. All endorsements placed on the reverse side of any check which you deposit to your account must be placed within an area called the "Endorsement Area." The Bank may refuse to accept any check that does not meet the requirement, and if the Bank does accept it, you will be responsible for any loss incurred by an endorsement not meeting this requirement, including reasonable attorney fees.

Facsimile or Mechanical Signatures

If you have chosen to use a facsimile or other signature device (such as a stamp) to sign or endorse items, the Bank may rely on that signature as your authorized signature without regard to when or by whom or by what means it may have been made or affixed.

Withdrawals

You may make withdrawals from your account either by writing a check in the form prescribed by the Bank or by authorizing the Bank to charge your account periodically, by preauthorized transfers, or through other authorized electronic means.

If your Checking Account lacks sufficient collected funds to pay a check presented for payment, the Bank may either return or pay the check and in either event charge you a fee. The Bank may not pay any check, draft or instrument drawn on your account if there is a deficiency that renders the check, draft or instrument not payable, such as improper endorsement, a date more than six (6) months previous or a discrepancy in written vs. numerical amounts.

Stop Payment Orders

You may stop payment on any of your checks provided the Bank receives your stop payment order in a manner and at a time that gives the Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay it as provided in the UCC. If you cash a check written on your account at an affiliate bank, you may not stop payment on it. Any person who is authorized to write checks against your account can stop payment, even though that person may not have written the check. The Bank will not stop payment on cashier, teller or certified checks.

You may request that the Bank stop payment on a check orally or in writing, but you must confirm the oral request in writing within fourteen (14) days; otherwise, it will expire. Stop payments will be effective for six (6) months and you will be charged a fee for any stop payment you request unless otherwise agreed upon in advance. Each continuation of a stop payment request will be treated as a new request for the purpose of fee assessment.

The Bank will not be responsible for any liability which the Bank might otherwise incur if the Bank pays an item upon which you have requested a stop payment. You also agree that if the Bank returns any other item drawn by you due to nonsufficient funds for which you had requested a stop payment, the Bank will not be liable. The Bank may accept the stop payment request from any joint owner of the account regardless of who signed the check.

Content of Stop Payment Order

Your order to stop payment or notice of post-dating must contain your name and account number and precisely identify

the payee and the number and exact amount of the check. The Bank will have no liability if any of the information you provide in your stop payment order or notice of post-dating is incorrect.

Post-Dated Conditional Checks

You agree not to post-date any check, or put a condition for payment on any check drawn on your account. If you do, and the check is presented for payment before its date or before the condition has been met, the Bank may at its discretion pay the check or return it unpaid. You hold the Bank harmless for paying any stale dated, post dated or overdraft check, and agree to reimburse the Bank any loss the Bank might suffer because of such payment made in good faith.

Service Fees and Charges

Your statement will show service fees and charges taken by the Bank from your account during the statement period. The Bank is not responsible for the return of a check, draft or other instrument because of insufficient collected funds in your account due to the deduction of these fees and charges. See the Disclosure of Account Terms.

Checks Paid over Valid Stop Payment Order

If the Bank recredits your account after paying a check over a valid and timely stop payment order, you agree to sign an affidavit in form and substance acceptable to the Bank describing the dispute with the payee, to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in legal action against that person.

Additional Terms Applicable to Money Market Accounts

In addition to the general Rules and Checking Account Rules above, the following applies to all Money Market Deposit Accounts.

Withdrawals and Preauthorized Transactions

You are permitted up to six (6) preauthorized, automatic, telephone or data transmission transfers from your account during each month or statement cycle. In the event you exceed this limit during the month or statement cycle, the Bank will notify you and charge you for each additional item paid. If you continue to exceed this limit during a month or statement cycle after the Bank has notified you, the Bank is required by Federal regulations to close your Money Market Account or transfer your money to an interest bearing checking account. There is no limit on the number of times you may withdraw collected funds from your account in person using the Bank's authorized form. You may transfer funds from one account at the Bank to another account at the Bank when such transfers are made in person.

The Bank reserves the right to require you to give seven (7) days prior written notice to the Bank of an intention to withdraw. This requirement is in accordance with Federal Regulations and payment by the Bank without requiring the seven (7) days notice does not constitute a waiver by the Bank of right to require notice.

The Bank is not liable for any fraudulent misuse of your account as long as reasonable care has been taken by the Bank, and properly signed withdrawal instructions are presented for withdrawal from your account.

Additional Terms Applicable to Passbook and Statement Savings Accounts

In addition to the general rules above, the following apply to all Passbook Savings Accounts.

Withdrawals and Preauthorized Transactions

You may withdraw funds from your account in person or by mail. Preauthorized transfers, automatic transfers, and transfers by telephone from your savings account are limited to six (6) per month or statement cycle. Preauthorized transfers include automatic bill payments, transfers to other accounts at the Bank, or automatic transfers to other persons.

The Bank reserves the right to require you to give seven (7) days prior written notice to the Bank of an intention to withdraw. This requirement is in accordance with Federal Regulations and payment by the Bank without requiring the seven (7) days notice does not constitute a waiver by the Bank of right to require notice.

The Bank is not liable for any fraudulent misuse of your account as long as reasonable care has been taken by the Bank, and properly signed withdrawal instructions are presented for withdrawal from your account. Transactions on your account will be entered whenever you present your passbook. You must present your passbook in order to make withdrawals from your account.

Lost or Stolen Passbook

If your passbook is lost or stolen, notify the Bank immediately in writing, or in person at the banking office at which you opened your account. The Bank requires that all parties having withdrawal rights on the account execute an Affidavit of Lost Passbook, and that the account be closed. The Bank may require indemnity and charge a fee.

Interest Payments

Interest will be paid and distributed on deposits by being credited to your account. The method of computing interest and the frequency of compounding will be set forth in the Disclosure of Account Terms. The Bank reserves the right, at any time, to the extent permitted by applicable law or regulation, to change the method of computing interest and the frequency of compounding. The Bank will notify you if such changes are made by mailing notice to your address as shown on our records or by posting a notice of such change at our banking offices.

Retirement Accounts

A retirement savings account may not be used as collateral for a loan.

Additional Terms Applicable to Certificates of Deposit

In addition to the general rules above, the following rules apply to Certificate Accounts.

You will be issued a Certificate of Deposit for your account which indicates the initial principal amount, term and maturity date, the interest rate, frequency of compounding, the renewal term, and other information. Interest on your account shall begin to accrue from the day the deposit is accepted and shall

continue to the date of maturity at the rate offered by the Bank on the date of issuance, and shall be paid and/or credited on such deposits as provided, so long as the account is not reduced below the minimum indicated for the account. See the Disclosure of Account Terms.

The Bank reserves the right, at any time, to the extent permitted by applicable law or regulation, to change the minimum amounts required, the frequency of compounding and method of computing interest, or both; however, any such changes shall not affect accounts in existence at the time of such changes until the account is renewed. See the Disclosure of Account Terms.

In the event of any withdrawal of principal from a Certificate Account prior to maturity date, you will forfeit an amount of interest, whether earned or not, on the amount withdrawn at the nominal (simple) interest rate being paid on the account, regardless of the length of time the funds withdrawn have remained in the account. The penalty will not be imposed for withdrawals of principal following the death or adjudication of incompetence of the account holder. See the Disclosure of Account Terms.

Renewal Policies

Your certificate account will be automatically renewed at the maturity date of the original term or any renewal term unless closed within the seven (7) calendar day grace period referred to below. Thirty (30) calendar days prior to maturity you will receive a renewal notice. Interest earned in the account at the commencement of the renewal term is merged with principal and only interest earned for the renewal term may be withdrawn at any time without penalty during such term. The interest rate will be adjusted to the Bank's offered rates on new accounts of the same term. See the Disclosure of Account Terms.

Your certificate account will not be renewed automatically if the Bank gives written notice to you before maturity date that the account will not be renewed at the same terms. The Bank reserves the right to eliminate or discontinue a savings plan by giving this written notice.

Maturity Date

Your time account will mature at the end of the term stated on your certificate or in a separate disclosure. All, or any part of your certificate account may be withdrawn, without penalty during the grace period of seven (7) calendar days after a maturity date, and earnings will be paid thereon to the date of withdrawal without penalty at the rate of interest applicable to your account immediately prior to the maturity date.

Time Requirements

You will keep your funds on deposit until the maturity date.

Additional Deposits

You may not make additional deposits to your time account, unless the Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity

The annual percentage yield disclosed to you assumes that interest will remain on deposit until maturity. A withdrawal of interest prior to maturity will reduce earnings.

Retirement Accounts

A retirement account may not be used as collateral for a loan. You are generally not allowed to withdraw funds from your individual retirement account or qualified retirement plan unless you have reached the age of 59 1/2 or are disabled. If you receive an early distribution, you may be subject to taxes and penalties under the Internal Revenue Code.

Unlawful Internet Gambling Enforcement Act of 2006 Notification to Businesses and Other Non-Individuals

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, restricted transactions are prohibited from being processed through your business checking account or relationship with 3rd Fed Bank. Restricted transactions are transactions in which a person accepted credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

Electronic Funds Transfer Agreement And Disclosure

APPLICABLE TO ONLY CONSUMER ACCOUNTS

If you apply for and receive an ATM and/or debit card ("Card") from us, or you request and we agree to provide, any preauthorized electronic funds transfers to or from your account, you agree to the following terms. You may be assigned a personal identification number ("PIN") to use in making such transfers. Your use of the electronic funds transfer services you have requested will confirm your agreement to these terms. These terms apply only to accounts used for personal, family or household purposes.

Available Electronic Funds Services

Direct Deposits

You may make arrangements for certain direct deposits to be accepted into your checking or statement savings accounts.

Pre-authorized Withdrawals

You may make arrangements to pay certain recurring bills from your checking or statement savings accounts.

ATM Transactions

You may use your Card and/or PIN to:

- Withdraw cash from your checking or statement savings account.
- Make deposits to your checking or statement savings account.
- Transfer funds between your checking or statement savings accounts.
- Pay for purchases at places that have agreed to accept the Card and/or PIN.
- Some of these services may not be available at all terminals.

Other Electronic Funds Transfer Services

- You may authorize direct electronic deposits to, and preauthorized transfers or withdrawals from, your account.

Electronic Check Conversion

- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account

using information from your check to pay for purchases and pay bills.

Limitations on Frequency of Transfers

- You may not authorize electronic withdrawals from a savings passbook or time deposit.
- You may not make more than six preauthorized transfers or withdrawals from a money market or passbook/statement savings account each month or statement cycle.
- You may make 10 ATM cash withdrawals from our terminals each business day.
- You can use our debit card for cash withdrawals and point-of-sale services 20 times each business day.

Limitations on Dollar Amounts of Transfers

- You may withdraw up to \$500.00 from our terminals each business day.
- You may buy up to \$1000.00 worth of goods or services each business day in our point-of-sale service.

Fees and Charges

- Interest, Fees and Charges Schedule. We will charge you, and you agree to pay, all fees and charges disclosed in the Disclosure of Account Terms Schedule provided to you with this Agreement and Disclosure, as they apply to your electronic funds transfer transaction.

Documentation

- Terminal transfers. You will be offered a receipt at the time you make any transfer to or from your account using proprietary automated teller machines.
- Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.
- Passbook account where the only possible electronic fund transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. 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 go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

Pre-authorized Transfers

- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out

of your account, you can stop any of these payments.

Here's how: Call us at 1-888-918-4473, or write us at 3rd Fed Bank, 3 Penns Trail, Newtown, PA 18940, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the current fee for each stop-payment order you give.

- b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should notify you, 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.)
- c. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled by providing correct information, and we do not do so, we will be liable for your losses or damages.
- d. Documentation. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-918-4473 to find out whether or not the deposit has been made.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- 1. where it is necessary for completing transfers;
- 2. in order to comply with government agencies or court orders;
- 3. if you give us your written permission.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Calling us 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).

If you believe your Card and/or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card and/or PIN, and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the

statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

In Case of Errors or Questions about Your Electronic Transfers

Telephone us at 1-888-918-4473 or write us at 3rd Fed Bank, 3 Penns Trail, Newtown, PA 18940, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (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 45 calendar days (90 calendar days for new accounts and foreign initiated or point-of-sale debit card transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Address and Telephone Number

If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

1-888-918-4473

or write:
3rd Fed Bank
3 Penns Trail
Newtown, PA 18940

Funds Availability - Your Ability To Withdraw Funds With Us

Determining When Checks You Deposit Become Available for Use

The information in this section describes our policy with respect

to when deposited funds made to checking, savings or money market accounts become available for withdrawal. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written. If we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit or checks you cash that are returned to us unpaid and for any other problems involving your deposit.

For purposes of this Disclosure, the following terms are explained below:

- **Business Day: a day other than a Saturday, Sunday or holiday on which no processing occurs.**
- Available Funds: the amount of money in your account available for withdrawal.
- Accounts Covered: checking, savings and money market accounts.
- Banking Day: that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

Personal Check

Pay to the order of _____ \$ _____ _____ Dollars (Bank Name and Location) [123456789]
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↑ Routing Number

Business Check

Name of Company Address, City, State _____
Pay to the order of _____ \$ _____ _____ Dollars (Bank Name and Location) 000000000 [123456789] 000000000

↑ Routing Number

Determining Availability of Your Deposit

The length of the delay is counted in Business Days from the day of your deposit. If you make a deposit before 5:00 p.m. on a Business Day, we will consider that day to be the day of your deposit. However, if you make a night deposit or a deposit after 5:00 p.m. or on a Non-Business Day, we will consider the deposit made on the next Business Day.

Changes are noted in bold

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

Same Day Availability

On the Business Day of deposit, funds from electronic deposits and cash will be made available for cash withdrawal and third party payments. Interest will begin to accrue on the day of deposit for these electronic and cash deposits.

Next Day Availability

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- Wire transfers.
- Checks drawn on us.
- Checks if they are payable to you.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you the next day.

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

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- If we have reason to doubt collectability.
- If you deposit checks in any 1 day that exceed \$5,000.
- If you redeposit a check that has been returned unpaid.
- For repeated overdraft, i.e., if on 6 or more Banking Days within the preceding 6-month period, your account balance was negative or your account would have been negative if checks or other charges had been paid; or if on 2 or more Banking Days within the preceding 6-month period, your account balance was negative or your account balance would have been negative in the amount of \$5,000 or more if checks or other charges had been paid.
- If an emergency condition arises that would not enable us to make the funds available to you, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds and will tell you when you will be able to withdraw the funds. Funds will generally be available no later than 6 Business Days after the day of your deposit.

Business Day Cut-off for ATM or Check Card Transactions
If you conduct an ATM or Point of Sale transaction before 3:00 p.m., we will consider the transaction made that day. However, if you conduct an ATM or Point of Sale transaction after 3:00 p.m. we will consider the transaction made on the next day. Holidays are excluded.

Special Rules for New Accounts

If you are a new account customer and your account has been open 30 days or less, we may further limit your ability to withdraw funds deposited by check, but only during the first 30 days.

- Funds from electronic direct deposit to your account will be available on the Business Day of deposit.
- Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposit of cashier, certified, teller, traveler 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 \$5,000 will be available on the ninth Business Day after the day of deposit.
- If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the next Business Day after the day of deposit.
- Funds from all other check deposits will be available on the ninth Business Day after the day of the deposit.

Electronic Check Conversion

You may receive electronic check conversions from your account. An electronic check conversion is a transfer via ACH where a consumer has provided a check to enable the merchant or other payee to capture the routing, account and serial numbers to initiate the transfer, or where a payment is made by a bill payer under a bill payment service available to a consumer via computer or other electronic means. A merchant may charge a fee for processing and has the right to re-present a returned check.

Substitute Checks and Your Rights

What is a substitute check?

To make 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 the 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 the law.

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

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

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-888-918-4473 or mail us at 3rd Fed Bank, 3 Penns Trail, Newtown, PA 18940. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

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: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

STAR® ATM Card and VISA® Check Card Consumer Account Disclosure Statement

Thank you for applying for a 3rd Fed Bank STAR ATM/Visa Check Card. The purpose of this Disclosure Statement is to inform you of the types of transactions we can process, although some may not apply to your account, and of certain rights which you have under the Electronic Fund Transfer Act.

1. STAR SERVICES. The following transactions may be conducted at a STAR ATM for each of the accounts you requested be made available for access:

- a) Withdraw cash from your checking or statement savings account with a STAR ATM or Check Card.
- b) Transfer funds between your checking and statement savings accounts with a STAR ATM or Check Card.
- c) Get information about your checking or your statement savings account with a STAR ATM or Check Card.
- d) Pay for purchases at places that have agreed to accept the STAR ATM or Check Card.

We wish to inform you that some STAR ATMs may only provide access to the accounts you have designated as your primary account.

You may also use automated teller machines throughout the United States and in certain foreign countries which bear the PLUS SYSTEM name and logo ("PLUS SYSTEM ATM") to (1) make withdrawals from, (2) effect transfers to or from or (3) receive information regarding the balance in your transaction or statement savings account(s) that are designated as the primary account of each such type on your application form.

However, in many foreign countries the primary account for processing STAR transactions can only be a checking account. Statement savings as primary accounts cannot be accommodated. When your debit card is used for an international transaction in foreign currency, VISA/PLUS International will convert the transaction amount from the foreign currency amount to a United States dollar amount in accordance with its currency conversion procedures in effect at the time the transaction is processed.

3rd Fed Bank will include the 1% International Service Assessment fee for each international transaction, whether or not the foreign currency is converted. The fee may be included in the transaction amount or displayed as a separate transaction on your monthly statement.

You may use your 3rd Fed Bank card at any automatic teller machine with the STAR® surcharge-free or Allpoint logo and pay no surcharge fee.

Other ATM Network Access. From time to time we may make arrangements with other ATM networks to grant access to STAR ATM Cards. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges therefore at that time.

Purchase Transactions. You may use the STAR ATM Card (with your PIN) or the Check Card at any retail establishment ("Merchant") where such cards are accepted to purchase goods

and services and/or to obtain cash, if permitted by the Merchant ("Purchase"). The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your selected primary account. When you make a Purchase using the STAR ATM Card or Check Card you will be requesting us to withdraw funds from your selected primary account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Check Card primary account must be your checking account.

2. LIMITATIONS ON THE USE OF YOUR STAR CARD OR CHECK CARD. You may withdraw up to \$500 per day from one or a combination of your accounts and conduct point of sale transactions up to \$1,000 per day using your STAR ATM Card. You may withdraw up to \$500 per day from one or a combination of your accounts and point of sale transactions up to \$1,000 per day using your Check Card.

If you are planning a trip or special purchase where your STAR ATM or Check Card will be used inconsistently from your normal usage it is important to notify Retail Support at 888-918-4473.

You can not place a stop payment on any purchase transaction conducted with your Check Card.

3. HOW TO CONTACT STAR CLIENT SERVICES. If you believe your STAR ATM Card, your Check Card, or your Personal Identification Number has been lost or stolen, or that an unauthorized transfer from any of your accounts has occurred or may occur, please contact STAR CLIENT SERVICES immediately by calling:

STAR Client Services
Telephone: 1-800-523-4175

If you have notified us that your card has been lost or stolen and you find it, do not attempt to use it. You must notify us that the missing card has been found.

4. CHARGES FOR TRANSACTIONS OR RIGHT TO MAKE TRANSACTIONS. While there is presently no charge to use your STAR ATM Card or your Check Card, 3rd Fed Bank reserves the right to institute such charges at a future time. Transactions at an ATM not owned by 3rd Fed Bank may be subject to a surcharge assessed by the ATM terminal owner.

5. RECORD OF TRANSACTION. You will receive a written receipt for each transaction which you make at the STAR ATM, or a sales slip from the merchant for each point-of-sale transaction. You will also receive a statement at least monthly showing the status of your account(s), transactions made during the past month, and any charges which we may, in the future, impose for such services or transactions.

6. LIABILITY FOR UNAUTHORIZED TRANSFERS. CONTACT US IMMEDIATELY if you believe your STAR ATM Card, Check Card, or Personal Identification Number has been lost or stolen. Telephoning us at the STAR CLIENT SERVICES is the best way of keeping your losses at a minimum.

You could lose all your money in the account(s) (if they are accessed by your STAR ATM Card) (plus your maximum overdraft line of credit, if applicable) if you take no action to notify us of the loss of your STAR ATM Card, Check Card, or PIN. If you notify us of the loss, your liability will be:

- a) If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50, if someone used your STAR ATM Card and Personal Identification Number or your Check Card without your permission.
- b) If someone used your STAR ATM Card and Personal Identification Number or your Check Card without your permission, you could lose as much as \$500 if you do NOT contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- c) Also, if your monthly statement shows transfers that you did not make and you do NOT contact us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that your contacting us would have prevented those losses.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

7. BUSINESS DAY. Our business days are Monday through Friday. Holidays are not included.

8. DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information about your account or the transactions you make to third parties:

- a) Where it is necessary to complete transfers;
- b) To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- c) To comply with government agencies or court orders; and
- d) In accordance with your written permission.

9. ERRORS. In case of errors or questions about your electronic transfers or a transaction shown on your receipt, you should call us immediately, or write us at:

3rd Fed Bank
Deposit Services Department
3 Penns Trail
Newtown, PA 18940
Telephone: 1-888-91THIRD (918-4473)

When you call us, you must give us your name and account number, describe the transaction about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information, and tell us the dollar amount of the transaction. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

If you believe there is an error in a transfer or transaction shown on your account statement, you should call or write us as soon as you discover the error and within 60 days after we sent the FIRST statement on which the problem or error appeared.

We will tell you the results of our investigation within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. You agree to cooperate with us in our investigation, if necessary.

If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account or a foreign initiated transfer) to investigate your complaint or question. If it is necessary to do this, we will recredit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put together your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation, and, if you request, we will send you copies of all records upon which we relied in reaching our conclusion. If we have credited your account with funds while investigating an error, you must repay those funds to us if we conclude no error occurred.

10. OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION. If we fail to complete a transaction on time or in the correct amount, where properly instructed by you, we will be liable for damages caused by our failure unless:

- a) There are insufficient funds in your account to complete the transaction through no fault of ours;
- b) The funds in your account are uncollected;
- c) The funds in your account are subject to legal process;
- d) The STAR ATM has insufficient cash to complete the transaction;
- e) The STAR ATM or Check Card presented for processing a transaction has been reported lost or stolen;
- f) We have reason to believe that the transaction requested is unauthorized;
- g) The failure is due to an equipment breakdown which you knew about when you started the transaction;
- h) The transaction or purchase would exceed the credit limit of your overdraft line; or
- i) The failure was caused by fire or other catastrophe, or by an electrical or computer failure, or by any cause beyond our control.

11. APPLICABILITY OF 3RD FED'S ACCOUNT RULES & REGULATIONS. All terms and conditions of 3rd Fed's Account Rules and Regulations which apply to non-electronic transfers shall remain in full force and effect as to such accounts. With respect to electronic transfers, any inconsistency between the terms and conditions of 3rd Fed's Account Rules and Regulations and this Disclosure Statement shall be determined under the Electronic Funds Transfer Act.

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