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## **Account Disclosures.**

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## **Deposit Account Agreement**

#### General.

In this Deposit Account Agreement the terms 'account owner,' 'you,' and 'your' refers to the Depositor (whether joint or individual). Third Federal Savings and Loan Association of Cleveland is referred to as 'Third Federal,' 'Association,' 'Bank,' 'we,' our,' and 'us.' The Deposit Account Agreement contains terms and conditions governing your deposit accounts with us. As used herein, the term 'Agreement' means all of the terms and conditions contained in this document, the signature card, a Fee Schedule, the Truth in Savings Disclosure, a Funds Availability Policy Disclosure, an Electronic Fund Transfers Disclosure, the account passbook, the Certificate of Deposit, the Rules & Regulations for Checking Accounts, the Home Banking Agreement, and the Debit Card Agreement and Disclosure of Terms and Conditions of Electronic Fund Transfer Services, as the same may be amended from time to time, and to the extent all or some of the aforementioned documents apply to or govern the use of your deposit account with us. By signing a signature card, you acknowledge receipt of the Agreement and agree to the terms set forth in the Agreement, as amended from time to time.

You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in the Agreement at the time the account is opened or subsequent thereto, on a one-time basis, for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of the Agreement.

The Agreement also includes any other documents executed and/or notices issued to establish or maintain your account, including all rules and regulations established by us for this account classification and all applicable state and federal laws and regulations including Clearing House rules, the Uniform Commercial Code and our Charter and Bylaws.

Third Federal Savings and Loan Association of Cleveland operates its branches under the brand name 'Third Federal Savings and Loan.' Please note that deposits held at its branches are not separately insured by the Federal Deposit Insurance Corporation (FDIC) from those held at the home office.

## Reserve Requirements for Checking and Statement Savings Accounts.

For determining reserve requirements, your Checking and Statement Savings accounts each consist of a transaction sub account and a savings sub account. Periodically, the Association may transfer funds between the two sub accounts. This process will not appear on your monthly statement, nor will it affect your available balance, interest earnings, FDIC insurance or any other features of these accounts.

Money in the account not routinely needed to pay debits may be periodically transferred to the savings sub account. The remainder of the balance will be maintained in the transaction sub account. If the daily activity posted to the transaction sub account exceeds the balance of the transaction sub account, a transfer will be made from the savings sub account to cover any shortfall in the transaction sub account as a result of the day's activity. If a sixth transfer in a calendar month is required, all funds within the savings sub account will be credited back to the transaction sub account for the remainder of the month.

## Account Owner Responsibility.

Each account owner must sign a deposit account signature card. At the time the account is opened, you shall be issued a passbook or other evidence of account. All accounts, whether in an individual or joint names, are for the use of the Depositor(s) only. It is your responsibility to notify us in writing, or electronically pursuant to the Home Banking Agreement, if applicable, of any changes regarding the account. No change will be effective until your written notification is received and consented to by us.

## Deposits/Withdrawals.

We may refuse to accept funds for deposit. Deposits may not be available for immediate withdrawal. Please refer to the Association's rules governing Funds Availability.

The account passbook must be presented with each withdrawal transaction. However, certain exceptions may apply such as statement savings, statement certificates, telephone transactions made in accordance with this Agreement, electronic transactions made in accordance with the Home Banking Agreement, or presentation of an affidavit signed by all of the account owners.

A passbook need not be presented whenever a deposit or withdrawal is made from a statement account. The books of the Bank and the statement sent monthly or quarterly to the Depositor shall be determinative of the balance to the credit of the account. Statements will note all deposits, withdrawals, adjustments, and interest credited to the account. Such statements may be sent to the last address, shown by the records of the Bank of any one of the Depositors listed on the account.

You authorize us to cash or accept checks and other instruments for deposit to your account, whether payable to one or more parties, and to supply any needed endorsement.

If any item credited to your account is returned to us unpaid, at our discretion, we will resubmit the item to the bank it is drawn on in order to collect the funds. A Redeposited Item Fee will be charged to your account, as indicated in the Association's current fee schedule.

In the event the item is again returned to us unpaid, we will charge back your account for the item, return the check to you, and charge a Return of Deposited/Cashed Item Fee as indicated in the Association's current fee schedule.

Even though we may credit your account immediately, please be advised that we may handle the collection of any item we receive, except for cash deposits, as a collecting bank in accordance with our usual practices. We assume no liability beyond the exercise of ordinary care. If any item is returned, it will be debited back to your account and we may adjust the interest earned on your account accordingly. We may in certain circumstances also refuse to honor any request you make, including preauthorized, to withdraw funds from your account until we have received final settlement for the deposited item. All deposits must be in U.S. dollars and if in check form, drawn on a U.S. bank.

We reserve the right to require prior written or electronic notice suitable to the Association from you of your intention to withdraw, according to the minimum time for such notice set forth in the Agreement. For additional protection, we may require that you provide us with a notarized request for an early withdrawal. We also reserve the right to require additional proof (such as, photo identification) above and beyond your signature.

## Signatures and Authorizations.

Any person whose signature appears on the signature card for your Account is authorized to transact any business with respect

If you voluntarily give information about your account (such as our routing number and your account number) to a party that is seeking to sell you goods or services, any debit to your account initiated by the party to whom you gave your information is deemed authorized

#### Statements.

#### Method of Delivery.

Statements will be mailed to the primary address we have for the account holder, unless another address has been provided in writing. If any statement is returned because of an incorrect address, we may stop sending statements to you, until we receive your new address from you in writing.

## Online Statements.

Electronic Delivery.

We will provide certain Account statements, change of Account terms, and other Account notices ("Online Statements") to you electronically, if you enroll in Online Statements as part of your Online Banking services. To access your Online Statements electronically, you must be enrolled in Online Banking and meet the other requirements outlined in the Home Banking Agreement. Your Consent is Required. You must consent to receiving Online Statements electronically before we can provide them to you using that method. You provide your consent for electronic delivery of these materials when you enroll in Online Statements. Maintain a valid Email Address.

You agree to maintain a valid, active email address so we can notify you when your Online Statements are available for viewing online. You agree to notify Third Federal immediately of any change to your email address.

## Withdrawal of Consent and Update of Information.

You have the right to withdraw your consent at any time to receive Online Statements electronically. To withdraw your consent or update information we need to contact you electronically, you may contact us toll-free at 1-877-487-1748, write us at Online Banking 7007 Broadway Avenue, Cleveland, Ohio 44105, send us a secure email through Online Banking, or email us at info@thirdfederal.com.

#### System Requirements to Access and Retain the Information.

To view your Online Statements, you must meet the equipment and software requirements outlined in the Home Banking Agreement.

#### Closed Accounts.

You will not be granted access to Account information through Online Banking, including Online Statements, after the Account has been closed. Your last Account statement will be mailed to the address we have on file for you.

#### Copy of Statement.

You may request a copy of your Account statement at a branch, call us toll-free at

1-800-844-7333, write us at 7007 Broadway Avenue, Cleveland, Ohio 44105, send us a secure email through Online Banking, or email us at info@thirdfederal.com.

See our current fee schedule for details on applicable fees.

It is your duty to exercise reasonable care and promptness in examining your statement for errors. Time is of the essence. Failure to discover and report errors regarding checks paid, to the Association within thirty (30) days from the date the statement is made available to you shall preclude any claim for losses that you sustain resulting from such failure.

#### Use of Facsimile Signatures.

If you use a rubber stamp or other device to imprint a facsimile of your signature on a check, withdrawal slip or any other form, you are fully responsible for the use of the stamp or device and for payments made by us in reliance upon the presence of the facsimile signature on any item presented for payment regardless of who used the stamp or device.

## Preauthorized Direct Deposits.

If any amount deposited into an account by means of a preauthorized direct deposit must be returned to any public agency or governmental authority for any reason, you agree to permit us to deduct the amount to be returned from any of your accounts, without prior notice.

## Wire Transfers.

# Acceptance of Your Payment Orders.

In general, we will accept wire tranfer payment orders only if you have signed a Wire Transfer Agreement, have a sufficient collected balance on deposit in the appropriate account to execute the payment order, and you produce a valid identification.

Funds Transfer Business Day.

We may receive payment order requests when our branch is open for business, but the funds transfer business day during which we process payment orders is limited to

non-holiday weekdays (Monday through Friday) before a cut-off time of 2:00 p.m. ET. A payment order request we receive when we are not processing Payment Orders will be processed on the next following funds transfer business day.

We will charge a fee to process each wire transfer that is received in or sent from your account. The fee for wire transfer services is disclosed in our current fee schedule, which is subject to change from time to time.

You agree to reimburse, indemnify, and hold Third Federal and its employees harmless from and against any losses, liabilities, expenses, fees (including attorney's fees), fines, or penalties that result from or arise out of the claim of any person in connection with wire transfer services covered by this agreement or the Wire Transfer Agreement, except to the extent expressly prohibited or limited by applicable law.

# Notification.

You agree that we may notify you of all incoming wire transfers as part of your periodic account statement. Your Liability for Incorrect Information.

The beneficiary is you or any other person who may receive funds as a result of a wire transfer. The terms of the Wire Transfer Agreement describe your liability for any wire transfers you may send from the account. If we receive a wire transfer payment order to an account that identifies a beneficiary by name and by an account number or other identifying number, you agree that we are authorized to pay the beneficiary based on the number in the payment order, and to consider this number to be the proper identification for the beneficiary. This will be true, even if the number on the payment order identifies someone different from the beneficiary who is named in the wire transfer payment order, unless otherwise required by applicable law. If we receive a wire transfer payment order to an account that identifies the beneficiary's financial institution by name and by a routing and transit number or other identifying number, you agree that we are authorized to rely on the number on the payment order as the proper identification. This will be true, even if the number on the payment order identifies a financial institution different from the financial institution named in the payment order, unless otherwise required by applicable law.

## **ACH Credits.**

Credit given by us to your account with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such. If we do not receive such final settlement, we will debit your account for the amount of such provisional entry when we determine that we shall not receive such final settlement. In such event you will have to pursue your claim against the originator of the ACH entry for the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. With respect to preauthorized transfers that are credited to your account, the person transferring the funds to your account will give you notice that the transfer has been initiated. You may also call us at 1-800-844-7333 to determine whether the transfer occurred. We will reflect any completed transfer on any periodic statement that we provide to you with respect to your account.

We may from time to time accept on your behalf payments to your account that have been transmitted through ACH which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such credits shall be construed in accordance with and governed by the laws of the State of Ohio as provided by the operating rules of the National Automated

Clearing House Association, which are applicable to ACH transactions involving your account.

Receivers of ACH credit transactions should be aware that the institution may, from time to time, need to temporarily suspend processing a transaction for greater scrutiny or verification against the list issued by the Office of Foreign Assets Control. This action may affect the availability to withdrawal funds.

#### Use of Night Depositories.

Deposits made in night depositories and other receptacles are at the sole risk of the user until entered on the books of the Association. You agree to accept as final and conclusive the records of the Association, both written and electronic, as to the contents in any deposit envelope received by us.

#### Interest

Interest is paid from the day of deposit up to the day of withdrawal and is computed on a 365/365-day basis except for leap year, in which case, interest is computed on a 366/366-day basis. Your account will earn interest as set forth in the Agreement or at that rate of interest which is determined by the Association. Any withdrawals made to your account after an interest posting, but prior to the first day of the following month, will result in an adjustment of interest.

#### Minimum Balance Requirement.

You agree to comply with any minimum balance requirements pertaining to your account. Minimum balance requirements will be determined by our Board of Directors from time to time for each account classification.

#### **Expenses**

If we incur any expenses due to an attachment, garnishment, or levy on your account including, but not limited to court costs and attorney fees, you will reimburse us for such expenses or we may charge such expenses to your account.

#### Service Charges & Fees.

We reserve the right to assess service charges and fees for any and all services we render, as determined from time to time, and as set forth in the then current fee schedule. The service charges and fees may be deducted from your account. In addition, we may charge you for other services whether or not related to your account, such as wire transfers of funds or issuing an official check.

#### Right of Set-off

We may secure the repayment of any indebtedness (except for indebtedness arising from a consumer credit card transaction), whether direct or indirect, owed to us by you by deducting those amounts from any accounts you have with us. If your account is a joint account, it is agreed that we are held harmless and indemnified by you in the event the account is setoff for the debt of only one joint owner. Each joint owner hereby acknowledges our right to so offset for the debt of any one of the joint owners.

#### Terminating an Account.

We reserve the right to terminate your account at any time. We may close the account by sending you a check for the collected balance and giving you notice that we have done so.

#### Transferability.

All accounts are transferable only on the books of the Association.

#### Dormant Accounts

If you have not made a withdrawal from or a deposit to your account for a period of 24 consecutive months, the account may be considered inactive and a dormant account. We may assess a dormant service charge and deduct the fee from your account balance. If by assessing the dormant service charge the account reaches a zero balance, the account will be closed. Following the period of inactivity prescribed by applicable state law, the account may be escheated to the applicable state in accordance with such laws. We are relieved of all further responsibility for these funds once your account balance is escheated. Any transaction presented against a dormant account may be returned unpaid.

# Assignment.

You cannot transfer or assign any interest in your account, except by withdrawal, without our written consent.

## Loans Secured by Deposit Accounts.

All signers on an account offered as collateral must be at least 18 years of age and all signers must execute the note and security agreement when the account is used as collateral for a loan.

## Lost or Stolen Passbooks or Checks.

In the event that any passbook or check is lost, stolen, destroyed, or disclosed to an unauthorized person, you must notify us immediately in writing or, if we permit, electronically pursuant to the Home Banking Agreement. If we are not properly notified by you, we will not be responsible for any loss you may sustain as a result of someone presenting the lost or stolen passbook or check.

We may insist that the account be closed and a new account be opened. Before permitting you to use the account or open a new account, we may require a waiting period. For passbook accounts, we require all account owners to sign an Affidavit for Lost Evidence of Account in the presence of a Notary Public.

## Amendments

The terms and conditions of this Agreement contained herein, including but not limited to all fees and service charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendment. We may mail a notice of the amendment to you at the most recent address shown on our records; we may post a notice in each of our offices; we may post a notice on our website; or we may make a copy available in each of our offices.

## Power of Attorney.

We may refuse to honor a power of attorney for any reason. We may require an affidavit from the attorney-in-fact, stating that the document presented is a true copy and that, to the best of his or her knowledge, our Depositor is alive and that his or her powers have not been altered or terminated. We may rely on any power of attorney, which is valid at the time it was created until the Association is given written notice that such power of attorney is revoked. For Florida accounts only, transactions conducted by a power of attorney shall be governed by Florida law regarding powers of attorney including without limitation Florida statute 709.08 as such may be modified from time to time.

## Debit Card Services.

By obtaining a Third Federal Debit Card, you agree to comply with the terms of the Debit Card Agreement and Disclosure of Terms and Conditions of Electronic Fund Transfer Services.

# Home Banking Services.

If we have enrolled you in our Home Banking Service pursuant to your oral or written request, you agree to comply with the terms of the Home Banking Agreement.

## Applicable Laws and Regulations.

If any provisions contained herein (or any provision contained in any document comprising the Agreement) is found to be in violation of, or restricted by, any applicable federal, state, or local law, regulation or ordinance, the Agreement shall be so construed as to conform with such law, and the remainder of the Agreement shall not be affected by such law, and shall remain in full force and effect. This Agreement is governed by the laws of the State of Ohio to the extent such laws are not preempted by federal law.

# Account Ownership.

You have instructed us as to the proper title of the account and we assume no legal responsibility to inform you as to the proper title of the account and we assume no legal responsibility to inform you as to how the creation of such account affects your legal interests. If you have any questions as to the legal effect of account ownership, you should consult your own attorney and you hear the sole responsibility as to the legal effect of the creation of the account or how it is maintained with us. The laws of the State

cal the sole responsibility as to the legal effect of the creation of the account of how it is maintained with us. The laws of the state of Ohio will govern the ownership rights of the account.

#### Change of Account Ownership.

Any change in account ownership may subject the account to closure and the penalty for early withdrawal.

#### **DEFINITION OF ACCOUNT OWNERSHIPS**

An individual account is an account in the name of one Depositor only. Only that person is authorized to sign checks or other items, to withdraw funds or otherwise to authorize transactions or other matters with respect to the account

#### Joint with Right of Survivorship Account.

An account with two or more account owners is a joint account with survivorship rights. If you have opened a joint account, you agree that the account will be a joint account payable to any one of the joint owners or to the survivor or survivors of them, so long as each such owner/survivor is authorized to sign upon the account. If the account is joint but only one of the joint owners is authorized to sign upon the account, we may treat it as an individual account. You authorize any joint owner to endorse any item payable to you for deposit to this account or any other transaction with us. We shall incur no liability or loss for transactions completed by any joint owner on your behalf. Even though it is your intent to create a right of co-ownership in a joint account, you understand that we may, upon receipt of notice of the death or incapacity of a joint owner, hold the account until you have satisfied us that all legal documents necessary to make payment have been delivered to us, or we have been ordered by a court to dispose of the account. If any dispute arises between the joint owners, we are authorized to freeze the account until we receive instructions signed by all joint owners or until a court orders us as to the disposition of the account. FOR FLORIDA JOINT ACCOUNTS ONLY: If an account is in the names of spouses, you understand, intend and agree that the account is NOT owned as tenants by the entireties. We reserve the right to refuse to allow a joint account to be held as tenants by the entireties.

Pay-on-Death Account (aka Payable on Death Account).
You may open a Payable On Death ("POD") account in the following ways:

1. Single Party POD Account (one account owner) with a payable on death designation. When the account owner dies. ownership of the funds in the account passes to the designated payable on death beneficiary/beneficiaries and not to the POD account owner's estate:

-OR-

2. Multiple Party POD Account (more than one account owner) with Right of Survivorship and payable on death designation. When one account owner dies, ownership of the funds in the account remains with the surviving account owners. When the last surviving account owner dies, ownership of the funds in the account passes to the designated payable on death beneficiary/beneficiaries and not to the last POD account survivor's estate.

If you open a POD account, it is understood that you are the owner of the account during your lifetime and you retain the right to withdraw the proceeds of this account, in whole or in part, and to designate a change of beneficiary/beneficiaries. If there are multiple POD owners, any one POD owner has the right to deposit or withdraw. However, all POD owners are required to sign in order to change and/or delete beneficiaries. It is understood that the initial amount deposited, plus all credits to the account shall not be made available to the beneficiary/beneficiaries until the death of all the account owners.

On the death of the sole POD account owner or the last survivor of two or more POD account owners, sums on deposit belong to the surviving beneficiary or beneficiaries. If no beneficiary survives the POD account owner(s), sums on deposit belong to the estate of the last surviving POD account owner. FOR FLORIDA ACCOUNTS ONLY: Your account shall be governed by Florida law regarding POD accounts including without limitation Florida Statutes §655.82 as such may be modified from time to time

## Uniform Transfer to Minors Account.

If you open an account as custodian for a minor beneficiary, the account shall be subject to the Ohio Transfers to Minors Act, or similar law, as adopted by the State of Ohio and Florida as such laws may be modified from time to time.

This account is opened when a person or corporation (Custodian) is in control and possession of funds that belong to someone else. The Custodian is responsible for the care and preservation of the funds and has full authority with regard to the account, but has no ownership interest in the funds on deposit.

## Formal Trust Account.

A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries pursuant to a written trust agreement. Upon our request, the trustee(s) will supply to us a complete copy of the trust agreement and any amendment(s) or such other document or certification that applicable law permits us to rely on as a summary or description of the trust establishing the account. We act only as the depository for the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). You agree to comply with all applicable laws as to your actions as trustee of the

## Guardian/Conservator Account.

An account opened by a person or persons appointed by the court and charged with the duty of taking care of another individual and managing the property and rights of the individual who, because of age, disability, degree of understanding or self-control, is considered incapable of administering his or her own affairs.

## Decedent Estate Account.

An account opened in the name of a personal representative, administrator, administratrix, executor, or executrix of the estate of a deceased person.

## Representative Payee Account.

An account opened by an individual who is appointed by the federal government to handle federal benefit payments on behalf of another person

A business account is an account which is not held for personal, family or household purposes, but rather for commercial purposes (i.e., a corporation, partnership, sole proprietorship, unincorporated association, etc.). We may ask you to provide us with evidence to our satisfaction of the authority of those individuals who sign the signature card on behalf of the business. Specimens of the signatures of those authorized to make withdrawals from the account and to act in connection therewith are indicated on the signature card. If the account is opened as a business account, you are authorizing us to act upon the request of the business bearing any of such signatures until we receive written notice of the authorization of other signers together with specimen signatures of those other person(s).

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# **Rules & Regulations for Checking Accounts**

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If at any time you have questions regarding the information presented here, please call our Customer Service line at 1-800-THIRD-FED (1-800-844-7333).

The terms 'Third Federal,' 'Association,' 'we,' 'our,' or 'us' shall mean Third Federal Savings and Loan Association of Cleveland. The term 'Depositor' shall mean the person, persons, company, or organization in whose name the account is carried on the books of the Association. The term 'account' shall mean any interest bearing Negotiable Order of Withdrawal (N.O.W.) Checking Account offered by the Association.

Except as provided elsewhere herein, or in the signature card agreement, or in the Deposit Account Agreement, the provisions of the Uniform Commercial Code as adopted by the State of Ohio shall apply to the use of this account.

In Florida Only - Any pay-on-death designation made by the Depositor on the Account and any payments made pursuant to that designation shall be governed by Florida law including provisions regarding pay-on-death accounts.

The signing of a signature card by the Depositor shall constitute an agreement by the Depositor to the Charter and Bylaws of the Association, the Deposit Account Agreement, and to all of the rules and regulations now in effect or as hereafter amended.

The Depositor agrees to use the forms, whether written or electronic, approved by the Association. The Association reserves the right to return unpaid any other form of order or any order incompletely or defectively drawn.

All deposits and receipts are conditional until entered on the Association's records, which may, in the discretion of the Association, be in electronic form.

#### Deposits and Collections.

All items cashed or deposited will be handled by the Association as agent for the Depositor subject to charge back or refund if for any reason final payment is not received in a form acceptable to the Association. If claim is made with respect to any item subsequent to final payment on the grounds that such item was altered or bore a forged or unauthorized endorsement or was not otherwise properly payable, the Association may withhold the amount thereof from the account until final determination of such

All deposits are received and credited by the Association subject to final collection. Deposits may not be available for immediate withdrawal. Please refer to the Association's rules governing Funds Availability, receipt of which is hereby acknowledged.

If any item credited to your Account is returned to us unpaid, at our discretion, we will resubmit the item to the bank it is drawn on in order to collect the funds. A Redeposited Item Fee will be charged to your Account, as indicated in the Association's current fee

In the event the item is again returned to us unpaid, we will charge back your Account for the item, return the check to you, and charge a Return of Deposited/Cashed Item Fee as indicated in the Association's current fee schedule. If any item deposited into your account is returned to us unpaid and an overdraft is created, or in the event that you issue a check or other order for payment or incur a charge that would overdraw your account, we may at our sole discretion elect to pay such item or charge and thereby create an overdraft in your account. We are not required to do so. You agree to immediately deposit sufficient funds in your account to cover the amount of any such overdraft.

# Remotely Created Checks.

In the event that Depositor deposits a remotely created check (as defined in 12 CFR 229.2(fff)) to an account at Third Federal, Depositor represents and warrants to Third Federal that said check was duly authorized by the person(s) on whose account the check is drawn and that the payee shown on the check, the amount of the check and the date of the check were all authorized by such person(s). In the event that such warranty is breached, we shall charge back the amount of said check to Depositor's Account and may return such check to Depositor by ordinary mail at Depositor's own risk.

## Signatures and Authorizations.

Any person whose signature appears on the signature card for your Account is authorized to transact any business with respect to your Account.

Except for remotely created checks as defined in 12 CFR 229.2(fff), if you voluntarily give information about your Account (such as our routing number and your Account number) to a party that is seeking to sell you goods or services, any debit to your Account initiated by the party to whom you gave your information is deemed authorized.

# Deposits at Night Depositories.

Deposits made in night depositories and other receptacles shall be at the Depositor's sole risk until entered on the books of the Association. Depositor agrees to accept as final and conclusive the records of the Association, both written and electronic, as to what amounts were in any deposit envelope when opened by the Association.

## **Endorsements and Missing Endorsements**.

Depositor hereby agrees not to obscure or infringe upon the areas on the back of checks reserved for the Bank of first deposit. If Depositor does obscure or infringe upon those areas causing a delay in the return or processing of any checks, Depositor will assume any and all liability for any loss, claim, or damage sustained by the Association as a result of the delay.

Depositor authorizes the Association to accept checks and other instruments for credit to the account, whether payable to one or more parties, and to supply any needed endorsement.

The Depositor agrees that, in performing its duties stated herein, the Association shall be liable only if it is grossly negligent in performing those duties and, in no event, shall the Association be liable for any consequential, indirect, or special damages.

The Association hereby advises the Depositor that due to the large volume of checks it handles every day, the Association may not check the maker and/or endorser signatures, dates, or alterations thereon and Depositor hereby agrees that the Association shall have exercised ordinary care in so doing pertaining to the handling of the Depositor's checks.

# Conditional, Postdated and Staledated Checks.

Depositor agrees not to issue conditional and/or postdated checks. The Association shall not be liable for charging Depositor's account for postdated checks paid before due date or for charging Depositor's account with checks bearing conditional terms or endorsements. The Association shall also not be responsible for the nonpayment of checks due to insufficient funds resulting from payment of conditional or postdated checks. We reserve the right to pay or dishonor a check more than 6 months old without prior

# Payment of Checks or Orders of Withdrawal.

Depositor agrees that, in paying checks or similar orders of withdrawal on Depositor's account, the Association may pay all such items presented for payment in any order it chooses.

At the risk and request of the Depositor, the Association will, without responsibility on its part so far as it may lawfully limit its liability, accept stop payment orders on this account. The Association will charge the Depositor in connection with such stop payment orders in accordance with its current fee schedule.

All stop payment orders must contain a complete description of the check, including the name of the drawer, the account number on which the check is drawn, the check number, the exact amount of the check, the date of the check, and the name of the payee.

- A verbal stop payment order on a check or ACH preauthorized debit may only be valid for fourteen (14) calendar days
  - A written stop payment order on a check is valid for six (6) months, but may be renewed.

    A written stop payment order on an ACH preauthorized debit will not expire

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A stop payment order will not be effective if received after the check is paid or if payment occurs within the time frame for processing the stop payment order. When receiving a stop payment order, the Association may require the Depositor to agree to additional terms or conditions.

#### **Examination of Monthly Statement.**

Statements will be mailed at the Association's convenience to the address we have for the account on our records, unless the Depositor has provided us with another address in writing. If any statement is returned because of an incorrect or outdated address, we may stop sending statements to the Depositor.

It is the Depositor's duty to exercise reasonable care and promptness in examining the statement for errors. Time is of the essence

Failure to discover and report errors, regarding items paid, to the Association within thirty (30) days from the date the statement is made available to the Depositor, shall preclude any claim for losses the Depositor sustains resulting from such failure.

#### Fees and Service Charges.

The Depositor is subject to certain charges in connection with the account. A schedule of such charges shall be supplied to the Depositor by the Association when the account is opened, receipt of which is hereby acknowledged. Such charges may be changed from time to time by the Association. The Association agrees to supply the Depositor with a revised schedule of charges if any change is made.

Fees and service charges may be deducted from the account, and the Association shall not be liable for dishonoring checks because of such fees and service charges.

The Depositor agrees to pay all charges for checks and other services as they appear on the then current schedule made available by the Association and further agrees that the Association may charge the account for these charges.

#### Suspension and Termination

The Association reserves the right to suspend payments of deposits from the account when affected by legal process served on the Association.

The Association also reserves the right at any time, with or without notice, to terminate the deposit relationship and close the account. Termination of the deposit relationship discharges the Association from any and all duties and obligations to thereafter honor Depositor's checks or to reopen or credit Depositor's account with deposits made after termination.

#### Right to Setoff.

The Association may secure the repayment of any indebtedness (except for indebtedness arising from a consumer credit card transaction), whether direct or indirect, owed the Association by any Depositor by deducting those amounts from any accounts the Depositor has with the Association.

The Association, in receiving checks and other items for deposit and credit to the account, acts only as collecting agent for the Depositor and assumes no liability beyond the exercise of ordinary care. Items, including those drawn on the Association, will be cashed, accepted, and credited provisionally, and if not found good, may be charged back to the account or the amount thereof can be recovered from the Depositor at any time. The Association may return unpaid items to the Depositor by ordinary mail at the Depositor's own risk.

## Account Statements - Check Images.

The Association will not return original canceled or imaged checks written on your Account. Your Account statement will provide information as to the date, check number, and dollar amount of such check. The Association will maintain imaged copies of all canceled checks as long as it is required to do so by law and will dispose of these copies in accordance with our Record Retention Schedule. If you request copies of checks, the first 10 (ten) copies requested in a calendar year will be provided free of charge. Thereafter, a fee will be charged for each copy in accordance with our current fee schedule.

## **Check Writing**

You agree to write checks drawn on your Account in legible permanent black or blue ink. If you write a check using pencil, red ink or gel pens, you agree to hold us harmless if a legible copy of the canceled check cannot be produced.

## Cashing Checks Drawn on a Depositor's Account for Non-Customers

From time to time, a person who is not a customer of the Association may attempt to cash a check drawn on a Depositor's Account by presenting the check in-person on the Association's Premises. Cashing a check for a non-customer exposes the Association to certain risks that are not present if the check is deposited at another financial institution and presented to the Association through the check collection process.

Therefore, in an effort to prevent fraud and identity theft, the Association may refuse to cash checks for non-customers. However, if the Association agrees to do so the following conditions shall apply:

The Association must positively identify the non-customer and will request at least two forms of identification. Additionally, the Association may attempt to contact the Depositor by phone to confirm the identity of the non-customer and verify the Depositor's signature on the check.

The Depositor understands that the Association may charge a non-customer a fee to cash a check (including a payroll check) that is drawn against the Depositor's Account. Further, the customer waives any claim for wrongful dishonor where the Association in good faith refused to cash a check for a non-customer physically present on the Association's premises, where the Association had reasonable doubts as to the validity of the check.

## Seven-Day Notice.

Under Federal Regulations which authorize this interest bearing checking account, the Association is required to reserve the right to require at least seven (7) days' notice prior to withdrawal or transfer of any funds from this interest bearing checking account. If the Association determines to exercise this right, it will do so on a seven-day basis, and the Depositor's request for withdrawal or transfer of funds will constitute commencement of the notification period.

## Earnings and Distributions.

Interest is compounded and distributed at such rates and times as determined by the Board of Directors from time to time.

A minimum daily balance must be maintained in the account in order to earn interest. For each day the account balance is less than the minimum balance, the account shall earn no interest. When the account balance is increased to the minimum balance or more, interest will again begin to accrue.

We reserve the right to change the minimum balance required in order to earn interest.

# Amendments to Rules & Regulations.

This account is governed by these Rules and Regulations. The Rules and Regulations may be revised or amended by the Association at any time, and the Association shall give notice of such changes by (1) mailing a notice to you at the most recent address shown on our records; (2) posting a notice of such amendment in each of our offices; (3) posting a notice of such amendment on our website; or (4) making a copy of the amendment available in each of our offices.

## Records.

The Association will maintain records of the account as long as it is required to do so by law and will dispose of these records in accordance with the Record Retention Schedule established by the Association.

# **Understanding Your Deposit Account**

Truth in Savings **Electronic Transfers Funds Availability** 

#### Truth in Savings Disclosure of Account Terms.

These requirements are part of the deposit contract and are in addition to the rules and regulations governing deposit accounts, as amended from time to time. See Fee Schedule for a list of current fees and see Rate Sheet for a list of current rates.

#### Section I

#### General Information.

The following information applies to all accounts:

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal

Interest begins to accrue on the business day you deposit cash and noncash items (for example, checks).

#### General Information for Certificates of Deposit.

The following information applies to all Certificate of Deposit accounts described herein:

Renewal Information - The account will automatically renew on the initial maturity date or on the maturity date of any renewal term at the rate of interest then in effect for that term and class of account unless (1) it is withdrawn during the grace period or (2) we notify you prior to maturity that the account will not be renewed. If we do not renew the account, upon maturity the account will be converted to a savings account and receive interest at the rate then paid on the lowest interest bearing savings account available.

CD Special/Retirement CD Special - Certificates of Deposit with a special rate will automatically renew on the initial maturity date at the interest rate in effect for a Certificate of Deposit of the same term.

Grace Period - You will have seven (7) calendar days after the maturity date to withdraw funds without penalty. During the grace period, the account will earn interest at the renewal rate then in effect for the account.

**Penalty for Early Withdrawal** - If you withdraw any of the principal before the maturity date, you will be charged a penalty. The penalty on the amount withdrawn will be a loss of interest, whether earned or not, as follows:

#### For accounts with a term of:

91 days or less	loss of 1 month's interest
92 days through 1 year	loss of 3 months' interest
More than 1 year, less than 3 year	rsloss of 6 months' interest
At least 3 years, less than 4 years	loss of 12 months' interest
4 years or more	loss of 18 months' interest

The penalty will be figured on the amount withdrawn at the simple interest rate being paid on the account and will be deducted from the account balance or the amount withdrawn.

You will also be charged a penalty on the entire account balance if the account drops below the minimum balance requirement, or if you change the term or rate of interest on the account prior to any maturity date. If the account balance drops below the minimum balance requirement, the interest rate on the remaining balance will be reduced to the rate then paid on the lowest interest bearing savings account available. No interest will be earned if the balance drops below \$50.

Interest credited to the account may be withdrawn without penalty only during the term in which it is earned.

You will not be charged a penalty for a withdrawal following the death or adjudication of incompetence of any accountholder. With respect to IRA/ROTH/SEP/KEOGH Certificate of Deposit Accounts see Section V for other situations where a penalty for early withdrawal will not be charged.

## Section II

## Passbook Savings.

You must deposit \$10 to open this account.

You must maintain a minimum closing balance of \$50 in the account each day to receive the disclosed annual percentage yield. You will not earn interest for any day your balance drops below \$50

Interest will be compounded quarterly and credited to your account quarterly.

This is a variable rate account. We may change, without notice to you, the interest rate and annual percentage yield on your account at any time.

We reserve the right to require at least seven (7) days' notice prior to withdrawal or transfer of any funds from the account.

## Section III

# High Yield Savings and Retirement High Yield Savings.

You must deposit \$10 to open this account.

You must maintain a minimum closing daily balance of \$50 in the account to receive the disclosed annual percentage yield for Tier 1; or a minimum closing daily balance of \$5,000 in the account to receive the disclosed annual percentage yield for Tier 2; or a minimum closing daily balance of \$25,000 in the account to receive the disclosed annual percentage yield for Tier 3. You will not earn interest for any day your closing daily balance is less than \$50.

Interest will be compounded monthly and credited to your account monthly.

This is a variable rate account. We may change, without notice to you, the interest rate and annual percentage yield on your account at any time

We reserve the right to require at least seven (7) days' notice prior to withdrawal or transfer of any funds from the account. Your checking account is an interest-bearing Negotiable Order of Withdrawal account.

## Section IV

## Online Savings Plus.

This is an online statement savings account. You must open this account online. You must open this account with a minimum deposit of \$5,000.

You must maintain a minimum closing daily balance of \$5,000 in the account to receive the disclosed annual percentage yield. You

WIII not earn interest for any day your closing daily dalance is less than \$5,000.

Interest will be compounded monthly and credited to your account monthly. This is a variable rate account. We may change, without notice to you, the interest rate and annual percentage yield on your account at any time.

We reserve the right to require at least (7) days' notice prior to withdrawal or transfer of any funds from the account. Your Online Savings Plus account is an interest bearing Negotiable Order of Withdrawal account.

#### Section \

#### High Yield Checking.

You must deposit \$10 to open this account.

You must maintain a minimum closing daily balance of \$1,500 in the account to receive the disclosed annual percentage yield for Tier 1; or a minimum closing daily balance of \$5,000 in the account to receive the disclosed annual percentage yield for Tier 2. You will not earn interest for any day your closing daily balance is less than \$1,500.

Interest will be compounded monthly and credited to your account monthly.

This is a variable rate account. We may change, without notice to you, the interest rate and annual percentage yield on your account at any time.

A monthly service charge will be imposed if the average daily balance during the statement cycle is less than \$1,500. The average daily balance is calculated by adding the full amount of the closing principal in the account for each day of the period and dividing that figure by the number of days in the period. See Fee Schedule for Monthly Service Charge. The monthly service charge will be waived if you maintain a \$1,500 aggregate balance in this account, any checking, savings and/or Certificate of Deposit accounts that you have with us.

The Association will not return original canceled or imaged checks written on your Account. Your account statement will provide information as to the date, check number, and dollar amount of such checks. You may request a copy of any canceled check. The first 10 (ten) copies of checks requested in a calendar year will be provided free of charge. Thereafter, a fee will be charged for each copy in accordance with our current fee schedule.

We reserve the right to require at least seven (7) days' notice prior to withdrawal or transfer of any funds from the account. Your checking account is an interest-bearing Negotiable Order of Withdrawal account.

#### Section VI

## 30-Day to 10-Year Certificate of Deposit.

You must deposit \$500 to open this account.

You must maintain a minimum closing balance of \$500 in the account each day to receive the disclosed annual percentage yield.

If the term of your account is 179 days or less, interest will not compound and will be credited to your account at maturity; however, other options are available.

If the term of your account is 180 days or more, interest will be compounded quarterly and credited to your account quarterly and at maturity; however, other options are available.

For accounts with terms of 365 days or less, you may elect to have interest credited only at maturity. If you so elect, interest will not compound and will be credited to your account at maturity.

The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Additional deposits are not permitted on accounts with a term of less than one year. For accounts with a term of one year or more, additional deposits of \$500 or more may be permitted from time to time, but only if we consent to it. Additional deposits will not extend the maturity date of the account.

## Section VII

# 1- to 10-year Retirement Certificate of Deposit (IRA/ROTH/SEP/KEOGH).

This account consists of funds deposited to the credit of, or in which the entire beneficial interest is held by the accountholder pursuant to an IRA Agreement or Keogh Plan.

You must deposit \$100 to open this account.

You must maintain a minimum closing balance of \$100 in the account each day to receive the disclosed annual percentage yield.

Interest will be compounded quarterly and credited to your account quarterly and at maturity; however, other options are available. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Interest credited to the account may be withdrawn without incurring a penalty to us only during the term in which it is earned. However, such withdrawal of interest may result in adverse tax consequences under IRS rules.

Additional deposits of \$100 or more may be permitted from time to time, but only if we consent to it. Additional deposits will not extend the maturity date of the account.

You will not be charged a penalty for early withdrawal in the following cases:

- The accountholder dies.
- The accountholder is adjudicated incompetent.
- The withdrawal is a regularly scheduled distribution to an accountholder who has reached the age of 59-1/2 or is disabled
  (as defined in 26 U.S.C. Section 72(m) (7)).
- The withdrawal is a required minimum distribution pursuant to federal tax law.
- The withdrawal is a distribution for health insurance premiums to an accountholder who is unemployed (as defined in Section 72(t) (2)(D) IRC).
- The withdrawal is a distribution for certain medical expenses (as defined in Section 72(t) (3) IRC).
- The withdrawal for certain distributions due to the purchase of a first home (as defined in Section 72(t) (2) IRC).
- The withdrawal qualifies as higher education expenses (as defined in Section 72(t) (2) IRC).

No penalty will be charged and no interest will be paid if you withdraw your Individual Retirement Account (IRA) within 7 days after you are given the IRA disclosure statement. We will provide you with the IRA disclosure statement at the time you establish your IRA plan with us.

## **Funds Availability Disclosure**

# Your Ability to Withdraw Certain Funds.

This section applies to the following types of accounts: checking accounts and statement savings accounts. Our policy is to delay the availability of certain funds that you deposit in your account. During the delay, you may not withdraw the funds and we may not use the funds to pay checks that you have written.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make the funds from the deposit available for withdrawal immediately. but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account

with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

# Determining the Availability of a Deposit.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday and any federal holiday. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a Saturday, Sunday or a federal holiday or on day we are not open; or if you make a deposit at our night depository after 4:00 p.m. on a business day that we are open, we will consider that the deposit was made on the next business day we are open.

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

## Same-Day Availability.

Funds from electronic direct deposits and cash deposits to your account will be available on the day we receive the deposit.

Funds from the following deposits are available on the day we receive the deposit:

- . U.S. Treasury checks that are payable to you
- Wire transfers
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to

Check Deposits - The first \$200 from the total amount of check(s) deposited, including "payable through" checks, will be available on the same day of your deposit. The remaining funds will be available on the 2nd business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Monday. The remaining \$500 is available on Wednesday.

# Longer Delays May Apply.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit and in certain cases, they may be held longer.

## Special Rules for New Customers.

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

Funds from electronic direct deposits and cash deposits to your account will be available on the day we receive the deposit.

Funds from wire transfers into your account will be available on the 1st business day after the day we receive the transfer.

The first \$5,000 from a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the 1st business day after the day of your deposit if they are made payable to you and deposited in an account in your name. The excess over \$5,000 will be available on the 9th business day after the day of your deposit.

Funds from all other check deposits will be available on the 10th business day after the day of your deposit.

# Electronic Fund Transfers Disclosure.

This notice, which is required by Federal Law, describes your rights and responsibilities as a consumer who uses Electronic Fund Transfer services.

Electronic Fund Transfers include all preauthorized debit and credit transfers and telephone transfers.

# Types of Available Transfers:

Preauthorized debit transfers are available in connection with our checking accounts and statement savings account.

Our preauthorized debit service allows you to authorize companies or others whom you designate to automatically collect payments owed to them by you from your account at Third Federal in the amounts and on the days that you request.

Preauthorized credit transfers (direct deposits) are available through our checking accounts, statement savings account, and

Our preauthorized credit service allows you to have recurring deposits, such as Social Security or payroll deposits, credited directly to your account at Third Federal.

Telephone transfers are available through our checking accounts, statement savings account, passbook savings account, and

Our telephone banking service allows you to direct us to withdraw funds from your account in accordance with the terms and conditions contained in our Deposit Account Agreement.

Electronic banking transfers are available in connection with our checking accounts and statement savings account in accordance with the Home Banking Agreement

Our Online Banking service allows you to direct us to withdraw funds from your account in accordance with the Home Banking Agreement.

We may accept electronic fund transfers that you originate, but for which we had not previously agreed to honor, such as accepting a truncated check or other electronic transfer which you authorized for the purpose of debiting 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/or Pay bills.

## Limitations on Transfers.

Certain limits exist on the number of transfers you can make from your account. The limitations are as follows:

- You may make unlimited transfers from your checking account or statement savings account.
  You may not make preauthorized debits, including telephone transfers, from your passbook savings accounts or passbook certificate of deposit accounts.

#### Documentation of Transfers.

You will receive a monthly statement on your checking account or statement savings account if any transfers or other transactions were made to your account since your last statement. Regardless if there are any transfers in your account, you will recieve a statement at least quarterly.

You will be mailed a receipt each time you use our telephone banking service.

If you bring your passbook to one of our offices, we will record in it all transactions made to your account since the last time your

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-THIRD-FED (1-800-844-7333) to find out whether or not the deposit has been made.

If you have arranged to have online banking services, you may review your account balances and a listing of your most recent transactions online through our Online Banking website at www.thirdfederal.com.

Right to Stop Payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so, call us at **1-800-THIRD-FED** (1-800-844-7333) or write us at: Third Federal Deposit Operations, 7007 Broadway Avenue, Cleveland, Ohio, 44105. We must receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to submit your request in writing or electronically and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. The fee is disclosed in the Fee Schedule and may be amended from time to time. When receiving a stop payment order, we may require you to agree to additional terms and conditions

Our Obligation for Failure to Stop Payment. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be unless you allow the person you are going to pay to tell you 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.

## Your Liability.

If your statement or receipt shows transfers that you did not make, tell us at once. Telephoning is the best way of keeping your possible losses down. If you do not tell us within 60 days after the statement or receipt 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

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

#### Notification of Unauthorized Transfer.

Call us at once if you believe someone has transferred or may transfer money from your account without your permission or if any check, information from your check, passbook, password, or personal identification number has been lost or stolen. The number to call is **1-800-THIRD-FED** (1-800-844-7333). You may also write us at Third Federal Deposit Operations, 7007 Broadway Avenue, Cleveland, Ohio, 44105, or tell us electronically via our Online Banking website at www.thirdfederal.com.

Our business days are Monday through Thursday, 9 a.m. to 4 p.m.; Friday, 9 a.m. to 6 p.m.; and Saturday, 9 a.m. to 1 p.m., excluding holidays. If you utilize Online Banking services, our facilities are operational 24 hours a day, 7 days a week, except during short periods of time for maintenance.

## In Case of Errors or Questions About Your Electronic Transfers.

Telephone us at 1-800-THIRD-FED (1-800-844-7333), write us at: Third Federal Deposit Operations, 7007 Broadway Avenue. Cleveland, Ohio, 44105, or, if you use Online Banking services, submit an e-mail through our website at www.thirdfederal.com, as soon as you can, if you think your statement, receipt, or passbook is wrong or if you need more information about a transfer appearing on your statement, receipt or in your passbook. We must hear from you no later than 60 days after we sent you the FIRST statement or receipt, or within 60 days after the entry was posted to your account on which the problem or error appeared.

- Tell us your name and account number.
- 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.

  Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you submit to us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Our Obligation 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 instances:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- The automated teller machine where you are making the transfer does not have enough cash.
- 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, flood or system failure) prevent the transfer or deposit despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

# Service Charges for Electronic Fund Transfers.

These services are provided to you at no charge, other than our fee for stop payment orders as described earlier. We will notify you in advance in the event we do begin charging a fee for this service.

# Disclosure of Account Information.

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

- · Where it is necessary for completing such transfers;
- . In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; Where it is necessary for legal, collection, accounting or auditing purposes;
- If you give us your written permission.

# Deposit Fee Schedule Effective August 1, 2012 (All fees and service charges are subject to change)

CHECKING	ρ.	CAVINGER		CERTIFICATE OF DEPOS	·IT	ACCOUNTS
CHECKING	Æ.	SAVINGS &	•	UERTIFICATE DE DEPUS		ALLUUNIS

1.	L. Return Check Charge ("NSF") (per check)					
2.	2. Return Charge ("RET CHG") ("NSF") (per ACH Debit)					
3.	Stop Payment Fee (per check or ACH Debit)	30.00				
4.	Dormant Service Charge – Monthly service charge will be charged if account balance is less than \$100 and there has been no activity for 24 consecutive months	5.00				
5.	5. Redeposited Item Fee (per check)					
6.	Return of Deposited/Cashed Item Fee (per check)	10.00				
7.	Cancelled Check Copy Fee – Copies of In Bank Presentment checks and Imaged checks, first 10 copies per calendar year are free. Thereafter, per copy charge is	5.00				
8.	Copy of Monthly Statement Fee (per stmt.)	5.00				
9.	9. History Statement Fee (per page)					
10.	Research Fee (per check)	5.00				
11.	11. Interest Checking – Monthly Service Charge No longer available – fee applies to existing accounts. Will be charged if account balance is less than \$1,500 any day of the month. Fee will be waived if account holder maintains a \$1,500 aggregate balance in checking, savings and/or certificate accounts					
12.	12. High Yield Checking – Monthly Service Charge Will be charged if average daily balance during the statement cycle is less than \$1,500. Fee will be waived if account holder maintains a \$1,500 aggregate balance in checking, savings and/or certificate accounts					
13.	Check/Deposit Order Printing Fee depends on style ordered					
(Ex	HOME BANKING (External Funds Transfer via Online Banking)  1. Standard (Three Day) Funds "TRANSFER FEE" (inbound or outbound) \$0.00					
2.	Premium (Next Day) Funds "TRANSFER FEE" (inbound or outbound)	\$6.00				
	(This amount will be deducted from the account from which you requested the transfer)					
DERIT CARD						
	DEBIT CARD					
1.	ATM Service Charge. Will be charged for each ATM withdrawal after the 4th ATM withdrawal you make during each statement cycle at an ATM terminal for each account	\$1.50				
2.	Replacement Debit Card Fee	5.00				

2. Replacement Debit Card Fee

3. Foreign Transaction Fee. MasterCard® imposes fees if you use your card in a foreign country, including transactions you initiate in the U.S. with an entity located in a foreign country. The fee is a cross-border assessment and currency conversion fee. On foreign transactions in the foreign currency, the fee is 1% of the transaction amount. On foreign transactions in U.S. Dollars, the fee is 0.8 of 1% of the transaction amount. Transactions include without limitation cash advances, ATM withdrawals, and purchases of goods and services. Third Federal collects this fee for and forwards it to MasterCard. Third Federal does not retain any portion of this fee for Third Federal's benefit.

## MISCELLANEOUS CHARGES

<ol> <li>Each money order or official check (Money orders available in Ohio onl</li> </ol>	y) \$5.0	00
2. Each outgoing wire transfer within the	ne United States 25.0	00
<ol> <li>Each incoming wire transfer (Into deposit accounts only)</li> </ol>	15.0	00
4. Any photocopy(per page)	1.0	00
5. Stop payment order on an official ch	neck/money order 30.0	00
6. Minimum hourly fee for research	25.0	00
Each quarterly hour thereafter	6.2	25
7. Levy/Garnishment Processing	75.0	00
8. Child Support Processing (per payn	nent) 5.0	00
9. Telephone Payment Authorization F	ee 15.0	00

Additional Service Charges/Fees May Be Assessed Depending Upon the Service Requested

Тор

# **Privacy Policy**

Rev. 12/2013

FACTS	WHAT DOES THIRD FEDERAL SAVINGS AND LOAN 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 this information can include:  Social Security number Account halances Account transactions		

 Payment history · Mortgage rates and payments 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 Third Federal Savings and Loan chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Third Federal Savings and Loan 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 nonaffiliates to market to you	No	We don't share

Questions?

Call toll-free 800-844-7333 or go to www.thirdfederal.com

#### Who We Are

What We Do How does Third

#### Who is providing this notice?

Third Federal Savings and Loan means the following institutions: Third Federal Savings and Loan Association of Cleveland, ThirdFed Investments, and ThirdFed Insurance.

To protect your personal information from unauthorized access and use, we use security measures

We also maintain other physical, electronic and procedural safeguards to protect this information and

that comply with federal law. These measures include computer safeguards and secured files and

we limit access to information to those employees for whom access is appropriate.

## Loan protect my personal information? How does Third Federal Savings and Loan collect my

personal

information?

Federal Savings and

We collect your personal information, for example, when you

Open an account Deposit money

buildings.

- · Give us your contact information
- Apply for a loan
- Provide your mortgage information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only

- 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

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

# **Definitions**

## Affiliates Companies related by common ownership or control. They can be financial and non-financial

• Third Federal Savings and Loan does not share with our affiliates.

# Nonaffiliates

Companies not related by common ownership or control. They can be financial and non-financial

• Third Federal Savings and Loan does not share with nonaffiliates so they can market to

## Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products

• Third Federal Savings and Loan does not jointly market.

# **Other Important Information**

## For Alaska, Illinois, Maryland and North Dakota Customers.

We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

# For California Customers.

We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

## For Massachusetts, Mississippi and New Jersey Customers.

We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or

for joint marketing - without your authorization.

For Vermont Customers.

We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your without your authorization. authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization. Special Notice For Nevada Customers. (Nevada law requires that we provide you with the following contact

information)
Third Federal Savings
7007 Broadway Avenue
Cleveland, OH 44105 Bureau of Consumer Protection Office of the Nevada Attorney General 555 E. Washington Street, Suite 3900

Las Vegas, Nevada 89101 Phone: (702) 486-3132 Email: BCPINFO@ag.state.nv.us

L Privacy Model Disclosure PRIV-MODEL 8/1/2010VMP® Bankers Systems™ Wolters Kluwer Financial Services © 2010 2010.3/2912 2651066-010 EPRV2912

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