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Checking Account Summary

This Account Summary is intended to provide a convenient summary of the important terms of your checking account. This Account Summary is not made in lieu of, or intended to supersede or replace, the Disclosure Guide. Certain words in this Account Summary have specific meanings that are designated in the Disclosure Guide. Some of those word terms include: Item; NSF Item; and Overdraft Item. Please review the Disclosure Guide carefully to understand the definitions for those words, as well as the other terms, conditions and disclosures with respect to a checking account.

Fees for Some Commonly Used Services	
Maintenance Service Charge (each)	varies by product
Money Order (each)	\$5.00
Wire Transfer — domestic incoming (each)	\$10.00
Wire Transfer — domestic outgoing (each)	\$30.00
Stop Payment Charge (each)	\$36.00
Non-Sufficient Funds (NSF) Charge (each) There is a combined limit of five Non-Sufficient Funds and Overdraft Charges per business day.	\$36.00
Deposit Overdraft Protection transaction fee (one per day when one or more transfers occur between eligible deposit accounts).	\$10.00
Flagstar ATM Withdrawal, Deposit, Balance Inquiry, Transfer (each)	Free
Allpoint and Presto! ATM Domestic network transactions (each)	Free
Non-Flagstar Domestic ATM Withdrawal, Balance Inquiry, Transfer (each)	\$2.50
Non-Flagstar International ATM Withdrawal, Balance Inquiry, Transfer (each)	\$2.50
Exchange Rate Adjustment (Currency Conversion Factor) - POS or ATM (each)	3%

Minimum Balance to Open	
Minimum Balance to Open	\$50.00

Bounce Protection Customer Overdraft Guidance	
<p>At our discretion, we may make a payment or honor a withdrawal from your account that exceeds the amount of funds available in your account. We will exercise our discretion to pay ATM or one-time debit card overdrafts only if you sign up for that service. Please ask us for information on other services we offer that may be suitable for you, such as an overdraft protection plan (revolving credit) or linked deposit account.</p>	
Overdraft Charge	\$36.00 per item
Maximum Number of Overdraft Charges	5 per day
Threshold Amounts Negative Available Balance: No Overdraft/NSF Charges or Deposit Overdraft Protection transaction fees will be assessed when your account is overdrawn \$5.00 or less. Transaction Amounts: No Overdraft/NSF Charges or Deposit Overdraft Protection transaction fees on transactions that are \$5.00 or less.	No Charge
Consecutive Days Overdrawn fee Beginning on day 35, the Consecutive Days Overdrawn fee will be charged each business day the account is negative. This applies only to accounts that are \$10 or more overdrawn in the negative. Also, the Consecutive Days Overdrawn fee does not apply to the SimplyOne accounts.	\$6.00
<p>We will not assess an NSF or Overdraft Charge for any NSF Item or Overdraft Item presented to us on a business day before 9 p.m. ET, so long as you make a deposit by 9 p.m. ET on the same business day. The deposit must have sufficient funds to pay the entire amount of any NSF Item or Overdraft Item, which will be calculated based on the order in which Items are presented to us, and will take into consideration whether the deposit was applied to any prior NSF Item, Overdraft Item, or Item. The deposit must be made into the account that the NSF Item or Overdraft Item was presented against. For purposes of assessing an NSF or Overdraft Charge, we look at each NSF Item and Overdraft Item in the order it was presented (as described in the Payment Order of Items section) to determine which Items will be paid or returned based on whether a deposit will satisfy that NSF Item or Overdraft Item. Remember to take into consideration other Items that may be posted to your account after 9 p.m. ET on that business day as only you know all of your transactions. See the Overdrafts and Non-Sufficient Funds section of the Terms and Conditions of Your Account disclosure for examples of how this procedure will affect your account. Note, however, that Items described in the examples would not include ATM or one-time debit card transactions unless you authorized us to pay those Items.</p>	

Processing Payment Order of Items

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

Our policy is to process wire transfers, phone transfers, online banking transfers, in branch transactions, ATM transactions, debit card transactions, ACH transactions, bill pay transactions, and items we are required to pay, such as returned deposited items, first (but not necessarily in that order) — as they occur on their effective date for the business day on which they are processed. We process checks and similar items second — in the order in which they are received for the business day on which they are processed.

If a check, item or transaction (other than an ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for non-sufficient funds (NSF). The amounts of the Overdraft and NSF Charges are disclosed elsewhere (Fee Schedule), as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. Record every transaction and keep a running total of your balance and leave extra funds available for potential charges. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. The payment order of Items can affect the total amount of Overdraft/NSF Charges incurred. Also, please be aware that the order we pay your items may create multiple Overdraft and/or NSF items in a single banking day and you will be charged the applicable fees for each Item, unless otherwise noted in the Terms and Conditions of Your Account.

Availability of Funds

Same Day Availability. Funds from electronic direct deposits to your account will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit and would be placed in a pending status until the business day the transaction is dated from the originating company or individual.

If you make a cash deposit in person to one of our employees, the funds will be available on the business day we receive the deposit.

Next-Day Availability. Funds from the following deposits are available on the first business day after the day of your deposit:

- ◆ U.S. Treasury checks that are payable to you
- ◆ Checks drawn on Flagstar Bank

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of deposit:

1. State and local government checks that are payable to you if you use a special deposit slip available from our tellers.
2. Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available from our tellers.
3. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability. The first \$200 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

Longer delays may apply.

Additional Information

If you have inquiries regarding your account, please contact us at:

Flagstar Bank, Item Processing Department, 301 West Michigan Avenue Jackson, MI 49201

Customer Service (including lost/stolen card) call: U.S. & Canada: (888) 248-6423; International: (248) 312-2325

TERMS AND CONDITIONS OF YOUR ACCOUNT

Important Information About Procedures For Opening A New Account

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

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for copies of identification documents for each applicant. You must be a U.S. citizen or permanent resident alien with a valid social security number and be over 18 years of age.

Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign/accept the signature card, the electronic disclosures or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws, the laws of the state of Michigan and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

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

As used in this document the words "we", "our", and "us" mean Flagstar Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

These additional terms are defined below:

Business Days are defined as Monday through Saturday, excluding federal holidays. Please review other disclosures carefully because Business Days may be defined differently in other sections.

Calendar day is defined as all days in a month including weekends and holidays. Calendar days are noted as "day(s)".

Balance is the total amount of funds in your account from your posted transactions.

Available Balance is your Balance minus any pending debit card transactions and/or any outstanding holds (for example, holds on deposited checks, fraud/legal holds, or temporary debit authorization holds).

Any checks you may have written or ACH transactions that have not posted to your account, Bounce Protection funds, or any funds from accounts(s) you have linked for overdraft (for example, deposit overdraft protection and/or overdraft line of credit) are not reflected in your Balance or Available Balance.

Items are intended to refer to any debits against your account and include, but are not limited to, withdrawal tickets, checks, transfers, electronic debits, imaged debits, wire transfers, ATM debits, ACH debits, bill pay debits, photo copy debits, bank generated debits, and debit card point of sale transactions (except as where indicated in the Deposits and Night Drop sections of the Terms and Conditions of Your Account and the Funds Availability Disclosure).

Posted transactions are Items and/or deposits reflected in your Balance.

Pending transactions are Items (for example, electronic debits, ACH debits, bill pay debits, bank generated debits), electronic/ACH deposits, and debit card authorizations/holds that have been received by the bank but not yet posted to your Balance.

Holds on deposited checks - Please see the Funds Availability Disclosure for further details.

Fraud/legal holds refer to returned notifications on deposited checks and notifications of various legal proceedings (for example, levy, garnishment, etc.). Please see the Legal Actions Affecting Your Account section of the Terms and Conditions of Your Account Disclosure for further details.

Temporary debit authorization holds - Please see the Withdrawals section of the Terms and Conditions of Your Account Disclosure for further details.

A minor is an individual under 18 years of age.

Liability

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost,

stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Deposit Receipts and Error Correction-When we accept your deposits, consisting of checks, image replacement documents or other negotiable items, we may provisionally credit your account for the amount declared on your deposit receipt and later verify the accuracy of that amount. If later we determine that an amount declared on a deposit receipt was incorrect, we may debit or credit your account for the difference between the amount declared and the actual amount deposited. We may make any such adjustment without prior notice to you and any adjustments will be reflected on the applicable account statement.

Withdrawals

Generally-Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

Checks and withdrawal rules- If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We may refuse any withdrawal or transfer request if our computer system is not available, if we have any concern over the authority or identity of the persons involved in transaction or are suspicious of the transaction. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

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

If we are presented with an item drawn against your account that would be a "substitute check", as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such an item. Payment of forged or fraudulent items that could not be detected by a prudent person is not failure to exercise ordinary care. We are not liable for wrongful dishonor of suspect items or for errors made in dishonoring items.

See the Funds Availability Disclosure for information about when you can withdraw funds you deposit. For those accounts to which our Funds Availability Disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for non-sufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

When we accept your checks or other negotiable items, we may debit your account for the written amount rather than the numeric amount, though we reserve the right not to do so in every case.

A temporary debit authorization hold affects your Available Balance – On debit card purchases, merchants may request a temporary debit authorization hold on your account for an amount that may differ from the actual amount of your purchase. This temporary debit authorization hold reduces your Available Balance unless and until: (1) we release it after two business days; or (2) before we release the temporary debit authorization hold, the merchant provides to us the actual amount of the purchase and we are able to adjust your account to reflect the actual purchase amount. Please note that adjustment may take more than two business days depending on when the merchant provides the actual amount of the purchase to us.

If, at any time before the temporary debit authorization hold is released or the adjustment is made, a transaction is presented to us for payment in an amount greater than your then-existing Available Balance, the transaction presented for payment will be: (1) a non-sufficient funds (NSF) transaction if we do not pay it; an overdraft transaction if we do pay it; or (3) declined if the transaction is a debit/ATM card purchase and you have not authorized us to pay overdrafts on your ATM and everyday debit card transactions. For non-sufficient funds or overdraft transactions, you will be charged an NSF or Overdraft charge according to the Fee Schedule. You will be assessed the charge even if you would have had sufficient funds in your account had the amount of the temporary debit authorization hold been equal to the actual amount of your transaction.

Overdrafts—You understand that we may, at our discretion, honor withdrawal requests that overdraw your account (for example, cause your Available Balance to be less than zero). However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

Notice of Withdrawal—We reserve the right to require no less than 7 days' notice in writing before each withdrawal from a savings or money market account. (The law allows us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Ownership of Account and Beneficiary Designation

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

- **Individual Account**—is an account in the name of one person.
- **Joint Account**—With Survivorship (And Not As Tenants In Common)—is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.
- **Pay-on-Death Account** (subject to this Agreement) - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless:
 1. all persons creating the account die, and
 2. the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. Any such beneficiary may withdraw his/her share of the account balance at any time if all persons creating the account die. The person(s) creating this account type reserve the right to:
 1. change beneficiaries,
 2. change account types, and
 3. withdraw all or part of the account funds at any time.

Such changes must be in writing. A Payable on Death (POD) Account may be opened in one of the following ways: Individual owner with beneficiary(s) or Multiple Owners with beneficiary(s). In order for a transfer to a beneficiary to take place, a beneficiary must provide proof of death of the owner(s) of the account.

Stop Payments

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the check and/or ACH, and the payee. You may stop payment on any check and/or ACH drawn on your account whether you sign the item or not. Our stop-payment cutoff time is one hour after the opening of the next business day after the business day on which we receive the check and/or ACH.

Stop Payment Orders for Checks will remain in effect until the earlier of (1) until you withdraw the stop payment order, (2) until payment of the item has been stopped or (3) for six months after the date accepted and will automatically expire after that period unless renewed in writing. Stop Payment Orders for ACH Preauthorized Payments will remain in effect until the earlier of (1) until you withdraw the stop payment order, (2) the return of the debit entry, or (3) where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific originator, the return of all such debit entries. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). All of our deposit account holders have automatic authorization to use the 24-Voice Telephone Banking System for inquiries on account balances and other select functions. A request must be submitted for the allowance of transfers between accounts with a like ownership. You are solely responsible for the selection and confidentiality of your Security Code. Written notification is mailed to the account holder each time a change is made to the Security Code. If you feel your Security Code has been compromised in any way, contact one of our representatives at (888) 248-6423. You further understand that you must report to us any unauthorized transfer to or from the account, in accordance with the time requirements as set forth in the document. We have no responsibility to contact you

prior to executing a transfer beyond the detailed description on your monthly account statement. We shall not be liable for any damages, including consequential damages, should a transfer not occur and items are subsequently returned or paid, whether for inadvertence, negligence or oversight. Transfer authority will begin within 5 business days after receipt of your properly completed application and will remain within full force and effect until revoked in writing. We shall be given reasonable opportunity to act upon termination instructions. Other account transfer restrictions may be described elsewhere.

Amendments & Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice, if required by law, in writing or by any other method permitted by law or to which you have agreed. We may also close this account at any time upon reasonable notice to you, or immediately as discussed below, and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, (in our sole judgment) if we cannot verify your identity or if we suspect fraudulent activity or suspect violation of law with respect to your account and closing the account is prudent for us to avoid liability for potential claims or legal violations, we might immediately freeze or close your account and then give you notice. Likewise, if your account is incurring an Account Inactivity Fee, in order to prevent further fees from being assessed against your inactive account, we may immediately close your account if the Available Balance is negative and later notify you that we did so. All other accounts with a zero dollar balance will be closed after 90 days of maintaining a zero dollar balance. In all cases, after the account is closed, you remain responsible to us for any items that are presented against it. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

Notices

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

Statements

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

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

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

Your duty to report other errors

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and items and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfer or substitute checks

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

Account Transfer

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

Statement Delivery

Statements may be delivered electronically or by paper. Fees may apply.

Direct Deposits

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

Temporary Account Agreement

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

Overdraft & Non-Sufficient Funds

Your account is overdrawn when your Available Balance is less than zero. One way this can happen is if we pay an Item for more money than your Available Balance. If we do, the transaction will be considered an overdraft transaction and your account will be considered overdrawn. Temporary debit authorization holds, as discussed in the Withdrawals section, and other transactions listed in the Bounce Protection Customer Overdraft Guidance section may also impact your Available Balance and cause a transaction to be considered an overdraft transaction and your account to be overdrawn.

At our discretion, to avoid overdrawing or causing your account to become further overdrawn, we may return (i.e., not honor) any non-sufficient funds transaction. If we do not honor such a transaction, we may assess a Non-Sufficient Funds Charge against your account. We may determine whether your Available Balance is sufficient to pay an Item at any point between (1) the time an Item is presented to us or we receive notice regarding the Item and (2) the time the Item is returned. We are not required to make this determination more than once.

The charges for each Item returned or paid on an account that is or will become overdrawn are listed in our Fee Schedule.

Additionally, you agree to reimburse us immediately, upon demand, for the dollar amount necessary to bring your Available Balance to or above zero and take your account out of overdrawn status, as well as any related costs, expenses, and reasonable attorney's fees (including the cost of any attorney employed by us).

Unless you have informed us not to pay Items that would cause your account to become overdrawn (and except as noted in this section and the Fee Schedule), an Overdraft Charge may be assessed against your account if we pay an item: (1) despite your account being overdrawn, (2) that would cause or contribute to an overdraft of your account, or (3) according to the terms of the Bounce Protection Overdraft Privilege Program.

Overdraft Item means any Item that potentially would be paid and would overdraw or continue to overdraw your account, up to your Bounce Protection limit if a deposit is not made.

NSF Item means any Item that potentially would be returned because (i) your account does not have Bounce Protection and the Item would have overdrawn your account if it had been paid, or (ii) the Item would have exceeded your Bounce Protection limit if it had been paid if a deposit is not made.

We will not assess an NSF or Overdraft Charge for any NSF Item or Overdraft Item presented to us on a business day before 9 p.m. ET, so long as you make a deposit by 9 p.m. ET on the same business day. The deposit must have sufficient funds to pay the entire amount of any NSF Item or Overdraft Item, which will be calculated based on the order in which Items are presented to us, and will take into consideration whether the deposit was applied to any prior NSF Item, Overdraft Item, or Item. The deposit must be made into the account that the NSF Item or Overdraft Item was presented against. For purposes of assessing an NSF or Overdraft Charge, we look at each NSF Item and Overdraft Item in the order it was presented (as described in the Payment Order of Items section) to determine which Items will be paid or returned based on whether a deposit will satisfy that NSF Item or Overdraft Item. Remember to take into consideration other Items that may be posted to your account after 9 p.m. ET on that business day as only you know all of your transactions.

Below are examples of how this procedure will affect your account. Note, however, that Items described in the examples would not include ATM or one-time debit card transactions unless you authorized us to pay those Items.

Example 1: Suppose that your account has an Available Balance of \$0.00, and a Bounce Protection limit of \$500.00. Three Overdraft Items are presented against your account on a single day—the first Item presented is \$1000, the second is \$200, and the third is \$250. If you deposited \$450 before 9 p.m. ET that day, it would not be sufficient to pay the first Item presented (the \$1000 Item) in its entirety and the Item would exceed your Bounce Protection limit. Therefore, the Item would be returned unpaid and you would be assessed an NSF Charge. The \$450, however, would be sufficient to pay the second and third Items presented (the \$250 and \$200 Items). No NSF or Overdraft Charge would be assessed for the second or third Item presented. At the end of the day, your account's Available Balance would be negative in the amount of the NSF Charge for the \$1000 Item.

Example 2: Suppose that your account has an Available Balance of \$0.00 and a Bounce Protection limit of \$500.00. Three Overdraft Items are presented against your account on a single day—the first Item presented is \$1000, the second is \$200, and the third is \$550. If you deposited \$1150 before 9 p.m. ET that day, it would be sufficient to cover the first item presented (the \$1000 Item). Therefore, you will not incur an NSF or Overdraft Charge for the first Item. After satisfying the first Item, the deposit is not sufficient to cover the second or third Item presented (the \$200 and \$550 Items). Since the second Item is within your Bounce Protection limit (making it an Overdraft Item), we will pay the \$200 Item and assess an Overdraft Charge against your account. Since the third Item is over your Bounce Protection limit, it would not be sufficient to pay the third Item presented (the \$550 Item) in its entirety and the Item would exceed

your Available Balance. Therefore, the Item would be returned unpaid and you would be assessed an NSF Charge. At the end of the day, your account's Available Balance would be negative \$50 plus one Overdraft Charge and one NSF Charge.

Example 3: Suppose that your account has an Available Balance of \$0.00 and no Bounce Protection. Three NSF Items are presented against your account on a single day—the first Item presented is \$100, the second is \$20, and the third is \$25. If you deposited \$45 before 9 p.m. ET that day, it would not be sufficient to pay the first Item presented (the \$100 Item) in its entirety and the Item would exceed your Available Balance. Therefore, the Item would be returned unpaid and you would be assessed an NSF Charge, because you do not have Bounce Protection on your account. The \$45, however, would be sufficient to pay the second and third Items presented (the \$20 and \$25 Items). No NSF Charge would be assessed for the second or third Item presented. At the end of the day, your account's Available Balance would be negative in the amount of the NSF Charge for the \$100 Item.

Please see the Fee Schedule for additional information about Available Balance and transaction threshold amounts that will not result in an NSF or Overdraft Charge.

Setoff

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

For example, the right of setoff does not apply to this account if:

1. it is an Individual Retirement Account or similar tax-deferred account, or
2. the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
3. the debtor's right of withdrawal only arises in a representative capacity, or
4. setoff is prohibited by the Military Lending Act or its implementing regulations.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Authorized Signer (Individual Accounts only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. Namely, an authorized signer is any individual(s) that signed the account agreement, any designated Power of Attorney individual(s), or any person that has the authentication information or security code to gain access to the online banking system (unless and until we receive notice your information was stolen or the authorized individual is removed from the account). The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

Restrictive Legends or Indorsements

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

Payment Order of Items

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

Our policy is to process wire transfers, phone transfers, online banking transfers, in branch transactions, ATM transactions, debit card transactions, ACH transactions, bill pay transactions and items we are required to pay, such as returned deposited items, first (but not necessarily in that order) - as they occur on their effective date for the business day on which they are processed. We process checks and similar items second - in the order in which they are received for the business day on which they are processed. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for non-sufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the Overdraft and NSF Charges are disclosed elsewhere (Fee Schedule), as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. Record every transaction and keep a running total of your balance and leave extra funds available for potential charges. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. The payment order of Items can affect the total amount of Overdraft/NSF Charges incurred. Also, please be aware that the order we pay your Items may create multiple Overdraft Items and/or NSF Items in a single banking day and you will be charged the applicable fees for each Item, unless otherwise noted in the Terms and Conditions of Your Account.

Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us.

You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

Stale-Dated Checks

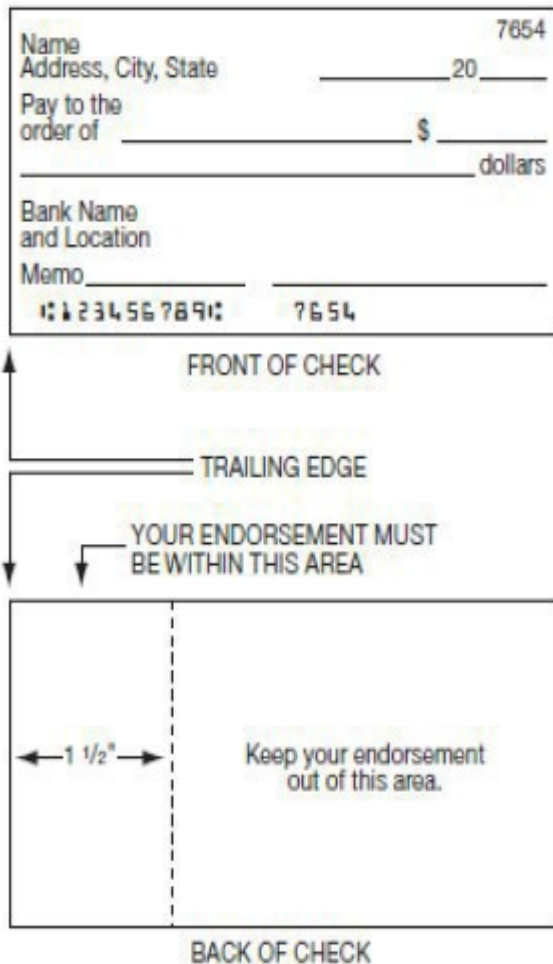
We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

Indorsements

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

To ensure that your check is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 ½ " of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 ½ " of that edge.



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

Unclaimed Property

Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law. The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have

had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) business days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

UTMA Accounts

Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches age 18, unless otherwise agreed. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

Fiduciary Accounts

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

Credit Verification

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

Changing Account Products

We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

Legal Actions Affecting Your Account

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

Check Processing

The use of the term "items" in this subsection is limited to those items that are received by us with magnetic ink character recognition ("MICR") information capable of being mechanically processed. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is

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

CheckCashing

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

Security

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

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

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

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

Deposit of Remotely Created Checks

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

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
2. you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask;
3. if a check is returned you owe us the amount of the check, regardless of when the check is returned which shall be payable to us immediately and without demand;

4. you are liable if you are giving routing and account numbers; and
5. if you deposit a remotely created check, you give warranties to the bank and subsequent financial institutions.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

Bounce Protection Customer Overdraft Guidance

For more details on Bounce Protection, please refer to the "Bounce Protection Overdraft Privilege Program" and "What You Need to Know About Overdrafts and Overdraft Fees" documents that were provided to you at the time you opened your account. For more details on how we assess Overdraft and NSF charges, please refer to the Overdrafts and Non-Sufficient Funds section of the Terms and Conditions of Your Account. Please see the Fee Schedule for current fees and additional information about Available Balance and transaction threshold amounts that will not result in an NSF or Overdraft Charge.

Your account is considered overdrawn whenever your Available Balance is less than zero. There are several ways this can happen, including but not limited to (1) payment of Items, (2) return of unpaid deposits, (3) deposits that, according to the Funds Availability Disclosure, are treated as not yet available or finally paid, (4) bank services charges, or (5) temporary debit authorization holds requested by merchants – even if the amount of the authorization ends up being more or less than the actual amount of the transaction.

We are not obligated to pay any Item presented for payment that would cause your account to become overdrawn. However, if you are enrolled in the Bounce Protection Overdraft Privilege Program and your account is in good standing, we may approve an Item up to the amount of your Bounce Protection limit. For this purpose, your account will be considered in "good standing" if you (1) deposit enough money to bring your account to a positive Balance at least once every 30 consecutive days by the end of the business day and leave the Balance positive overnight (including the payment of all bank fees and charges); (2) avoid excessive overdrafts; and (3) have no legal orders, levies or liens against your account.

You may opt out of the program at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type (sometimes referred to as your Bounce Protection limit). So as not to exceed your limit, please note that the amount of the overdraft plus the bank's Overdraft Charge per Item will be deducted from the overdraft limit.

We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Bounce Protection excessively. You will be charged an NSF Charge for each item returned, except as otherwise specified in the Fee Schedule. Bounce Protection cannot be used for certain transaction types, including, but not limited to, wire transfers.

Please be aware multiple Overdraft and/or NSF Charges can be assessed when multiple Items overdraw or continue to overdraw your account.

We will notify you promptly of any Items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any Item that overdraws your account plus our Overdraft Charge is due and payable upon demand. Even if we do not ask you for payment, you must repay us, no later than 30 days after the creation of the overdraft. If there is an overdraft on an account with more than one owner on the signature card, each owner and agent, if applicable, is jointly and severally liable for all overdrafts including all fees incurred by you.

Bounce Protection should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your Available Balance, enter all Items in your check register, reconcile your check book regularly, and manage your finances responsibly.

If you would like to have this program removed from your account, please call (888) 248-6423.

If you are a new, active account holder, you may be able to use the overdraft program limit assigned to your account after the expiration of the 60-day qualification period. During the 60-day qualification period, your account must have total deposits greater than or equal to the Bounce Protection limit applicable to your account. Multiple overdrafts or returned items during the qualification period may disqualify you from

receiving the Bounce Protection program. If you are an existing Flagstar deposit account customer and are adding Bounce Protection to a new account, you must make a qualifying deposit, before your Bounce Protection limit will become available to you. A qualifying deposit is an amount greater than or equal to or multiple deposits adding up to the Bounce Protection limit applicable to your new account.

Bounce Protection will be added to the account on the business day after the business day on which you successfully complete the qualification period or you make the qualifying deposit, as applicable. Certain days, such as Sunday and holidays, are not business days. For example, if you make a qualifying deposit on a Sunday, Bounce Protection will not be available until the following Tuesday.

Please note that Bounce Protection may be available for each Item paid under the Bounce Protection limit, except for (1) wire transfers; (2) ATM transfers, ATM withdrawals, and everyday debit card purchases that you have not authorized us to pay. While we will not pay an Item that causes you to exceed your Bounce Protection Limit, we may assess bank fees (such as NSF or Overdraft Charges) in excess of your Bounce Protection Limit. When you ask for your account balance, please remember your Balance and your Available Balance does not include your Bounce Protection limit.

Limitations

Bounce Protection is a non-contractual program that is available to individually/jointly owned or certain business owned accounts in good standing. It is not available for certain account ownerships, including, but not limited to, trusts, minors, representative payees, government entities, corporations, etc. Flagstar Bank reserves the right to limit participation to one account per household and to suspend, revoke, or discontinue this program without prior notice. If your limit is suspended, unless we notify you otherwise or you request this program be removed from your account, your limit will be made available to cover overdrafts again the first business day after you bring your account to a positive end-of-day balance.

Monitoring and Recording Telephone Calls and Consent to Receive Communications

We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

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

- * Your consent is limited to this account, and as authorized by applicable law and regulations.
- * Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

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

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

Telephonic Instructions

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

Claim of Loss

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss.

You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Early Withdrawal Penalties (and involuntary withdrawals)

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

Address or Name Changes

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

Resolving Account Disputes

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

Waiver of Notices

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

Subaccount Organization

For regulatory accounting purposes, we have organized your checking account as two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the non-transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your Available Balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

ACH and Wire Transfers

This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted by the State of Michigan. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws as adopted in the state in which you have your account with us. You agree to be bound by the National Automated Clearing House Association rules which are applicable to ACH transactions involving your account. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give next day notice of the payment order or credit and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. If we receive a wire or ACH credit or debit to an account you have with us and the item is suspected of being in violation of sanctions imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury, we may delay the posting beyond the effective date due to the review of the transaction. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If you originate a fund transfer for which Fedwire or ACH is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

Funds Transfers, Generally

A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Deposit Overdraft Protection

If you request that we link your eligible accounts for overdraft purposes, you agree that we may transfer funds from the designated deposit account, including your money market account, to a designated checking account, provided the sufficient balance is available to pay the full amount of the overdraft including an overdraft caused by a debit card transaction, to the checking account designated whenever the funds are not available in the checking account. You may only have accounts linked on which your name appears as an owner or obligor and where the ownership on both accounts is the same.

We have no duty to link accounts on your behalf. In our Bank's sole discretion, we may limit the types and

number of accounts that may be linked and impose restrictions on linking specific account you may have. You agree that information regarding your linked accounts may be made available to any other owner or obligor on any of the accounts that are linked. We reserve the right to limit the types and numbers of transactions available to pull from the linked accounts. Please view the schedule of fees for applicable charges. Our agreement to link accounts in this manner may be cancelled upon your written request or at our discretion.

We will not assess a Deposit Overdraft Protection transaction fee for any transfer made under this section, so long as you make a deposit by 9 p.m. ET on the same business day. The deposit amount must be equal to or greater than the entire amount of any NSF Item or Overdraft Item that triggered such transfer, which will be calculated based on the order in which Items are presented to us, and will take into consideration whether the deposit was applied to any prior NSF Item, Overdraft Item or Item. The deposit must be made into the account that the NSF Item or Overdraft Item was presented against. Below is an example of how this procedure will affect your account.

Example: Suppose that your checking account has an Available Balance of \$0, and your linked savings accounts has an Available Balance of \$300. Two Overdraft Items are presented against your checking account on a single day—the first Item presented is \$100, the second is \$150. When the Items are presented, your savings account will transfer \$250 to your checking account, and each of the Items will be paid. In order to avoid the Deposit Overdraft Protection transaction fee, you will then need to deposit \$250 into your checking account. At the end of the day, your checking account's Available Balance would be \$250 and your savings account's Available Balance would be \$50.

Night Drop

If you utilize one of our outside depositories without having first executed our Night Depository Agreement, you agree to be bound by the terms for the night depository service contained herein and all applicable fees and service charges. If you have executed a separate Night Depository Agreement with us, the terms of this disclosure will govern your use of the service to the extent of a conflict or inconsistency between the terms of the Night Depositor Agreement and this disclosure. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card are authorized to perform night depository transactions. This authorization will continue until you give us written notice to the contrary. All items placed in a night depository must be secured in sealed or locked in a tamper-evident container. You must include in the sealed or locked container an itemized deposit slip documenting the container's contents and retain a copy of the deposit slip for your records. Items deposited in the night depository may only contain cash and checks, drafts, or other similar items that would be presented to a teller for deposit. We will remove and open the containers and credit the contents to your designated account no later than the end of the next business day after they are placed in the night depository.

Nothing in this disclosure is intended to determine the extent, if any, to which the items are insured once they are deposited. Prior to the items placed in the night depository becoming deposited, our responsibility will be limited to the exercise of reasonable care, and unless otherwise required by law we will not insure such items, and our not insuring them will not constitute failure to exercise reasonable care. We will not under any circumstances be liable for consequential damages. If there are any discrepancies between the amounts shown on your deposit slip and the actual contents of the container, we will promptly notify you in writing of the discrepancies. You will only be entitled to credit for the actual contents, as determined by a bank officer or employee who is present to witness and record the contents of the containers, when opened, regardless of what is stated on the deposit slips. We are only responsible for provable losses that are directly sustained by you and only to the extent that such losses were caused by our gross negligence or willful misconduct. Unless otherwise required by law, you agree that we are not liable for any loss or damage, neither direct or consequential, that results (i) from a delay in accepting a deposit, applying a payment or otherwise processing a deposited transaction; (ii) from the operation, mechanical failure, or general condition of the night depository, the keys for it or any other equipment in connection with the night depository service; (iii) to property placed in the night depository in breach of this disclosure or the Night Depository Agreement or left outside of the night depository; or (iv) from delay in processing a deposited

transaction while we are waiting for your instructions.

You agree that any action taken by us in offering the night depository service to you in accordance with this disclosure and the Night Depository Agreement constitutes an act of courtesy and convenience; and therefore we shall have no responsibility or liability in the event that your deposit does not comply with the terms of this disclosure and the Night Depository Agreement and/or the contents of your deposit fail to conform to the accompanying deposit ticket.

The bank records to any deposit in the night depository shall be conclusive as between you and the bank with respect to the fact of the deposit or claimed deposits. You assume full responsibility for and risk of any shortage resulting from such discrepancy. We may temporarily suspend use of the night depository, without any resulting liability, by posting a sign to that effect at or near the night depository in the event of an emergency or to make alterations or repairs.

Notice of Negative Information

Federal law requires us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency. Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. **We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

IMPORTANT ACCOUNT INFORMATION

Electronic Funds Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when the merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

Examples of these transfers include, but are not limited to:

- **Pre-authorized Credits.** You may make arrangements for certain direct deposits for example, from Social Security or payroll to be accepted into your checking, money market, or savings accounts.
- **Pre-authorized Payments.** You may make arrangements to pay certain recurring bills from your checking, money market, or statement savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or money market account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for non-sufficient funds.

Limits, Debit Card Access and Purge

To protect your accounts, there are daily dollar limits for ATM withdrawals, Personal Identification Number (PIN) based point-of-sale (POS), and Signature based POS purchases, even if your available balance is higher than the daily dollar limits. However, we may allow transactions that exceed your limits.

Your general ATM card limits are as follows:

- ATM/PIN Based POS transactions
\$1,000.00 per 24 hour period

General ATM/POS limits for Minors are as follows: (Minors must be at least 16 years of age to obtain an ATM or debit card).

- ATM/PIN Based POS Transactions
\$1,000.00 per 24 hour period
- Signature Based POS Transactions
\$500.00 in transactions or 20 Signature based POS transactions per 24 hour period

ATM cards linked to certain accounts only will have limits determined during the account approval process.

The following limitations may apply: SimplyOne Account ATM Card Limits

- ATM Withdrawal
\$200.00 per 24 hour period
- PIN Based POS transactions
\$1500.00 per 24 hour period

With any new debit card, you will receive your ATM and POS limits when you receive your debit card. Please refer to your card carrier for your debit card ATM and POS limits. If you don't know your limits or would like to change these limits, please call us. We may change your limits, and will notify you if we do so. If we suspect fraud on your account, we may temporarily lower your limits without notice.

We may suspend access to or deactivate your Flagstar debit card or ATM card and purge it from our system, if your debit card or ATM card is inactive for at least 180 consecutive days. We may also immediately suspend your Flagstar debit card if we suspect that your debit card may have fraudulent activity or for any other reason where we believe there is a risk to you or us.

Telephone Transactions

You may access your account by telephone using your touchtone telephone, account numbers, and personal identification number (PIN) to:

- transfer funds between your checking, money market, or savings accounts
- get balance information about checking, money market, certificate, retirement, or savings accounts
- get transaction history about checking, money market, certificate, retirement, or savings accounts

You may access your account for telephone transactions at the following number(s) and during the following hours:

(888) 248-6423, 24 hours a day

Currency Conversion and International Transactions

When you use your VISA® debit card or ATM card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

The fee we charge you for international transactions/currency conversions is disclosed separately. For more information, see the Fee Schedule section. An international transaction is a transaction where the country of the merchant or ATM is outside the USA.

Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Debit Transaction and ATM Card Processing

You may use your Flagstar ATM or debit card to perform certain transactions at ATMs. The transactions you may perform include:

- Withdrawing cash;
- Transferring funds between accounts;

- Conducting balance inquiries;
- Making deposits.*

You may also purchase goods and services at merchants that accept ATM or debit cards if they are part of a participating PIN or signature point-of-sale (POS) card network. Purchases made using your Flagstar debit card or ATM card are subtracted from your designated Flagstar account. PIN based transactions generally are settled the same day. Signature based transactions, on the other hand, may take longer to settle. Therefore, a temporary debit authorization creates a hold on the account that reduces your Available Balance by the amount of the authorization, even if the amount of the transaction is more or less when it is finally posted. While pending, the temporary debit authorization hold could lead to other pending or future transactions (1) being returned for non-sufficient funds if we do not pay them, (2) contributing to an overdraft if we do pay them, or (3) being declined if the transaction is a debit/ATM card purchase and you have not authorized us to pay overdrafts for debit/ATM card transactions. This hold generally lasts two business days, unless the transaction reaches Flagstar Bank sooner. Please note that signature based transactions can reach Flagstar Bank for payment sooner than, or later than two business days. They can also be for an amount different from the amount authorized. You may also use your Flagstar debit card to obtain cash at financial institutions that accept cards through a participating network.

If you use your card with a merchant to pay for your purchases via periodic payments, you must notify the merchant if your card number or expiration date has changed or your debit or ATM card or your account is suspended or closed. In addition, we may provide the merchant or the participating network your new account number or expiration date (or both).

You may request or we will issue you a Personal Identification Number (PIN) for use at ATMs and at merchants that accept ATM or debit cards.

The service marked with an asterisk (*) is available at Flagstar ATMs only.

Online Banking

You may access your account by computer at www.flagstar.com by using your name and password to:

- transfer funds between your checking, money market, or savings accounts with us or at other financial institutions
- make payments from your checking or money market accounts
- get balance information about checking, money market, certificate, retirement, or savings accounts
- get transaction history about checking, money market, certificate, retirement, or savings accounts

Limits and Fees

Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees

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

Option to Limit Cash Withdrawals

In addition to any dollar limitations for withdrawals that we may establish, you have the option to limit the amount of cash that can be withdrawn using your ATM Card or Debit Card to \$50 per day or some other amount acceptable to us.

Documentation

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call our Customer Service Department at (888) 248-6423 to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement from us for your checking, money market and statement savings account. If your account has no activity, meaning no deposits or withdrawals were made during one complete statement cycle, we will send you quarterly statements. When activity resumes on the account, we will revert to sending monthly statements. If you receive a quarterly statement, service charges will continue to be assessed, when applicable, based on monthly statement cycles.

Pre-authorized Payments

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 is how:

Call or write at the telephone number or address listed in this disclosure in time for us to 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 put your request in writing and get it to us within 14 days after you call.

Notice of Varying Amounts.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be debited 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.)

Liability for failure to stop payment of preauthorized transfer.

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.

Financial Institution's Liability

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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

Confidentiality

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

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as described in our privacy policy disclosure, provided separately.
5. if you give us written permission.

Regulatory Authority

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify the:

Bureau of Consumer Financial Protection
P.O. Box 4503
Iowa City, Iowa 52244

Unauthorized Transfers

- **Consumer liability.**

Generally, Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, 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 will extend the time periods.

- **Additional limit on liability for VISA® debit card.**

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to international ATM transactions, to ATM transactions using your Personal Identification Number which are not processed by VISA® or PLUS networks.

- **Contact in event of unauthorized transfer.**

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this section if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this notice, 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. 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 determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit 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 your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

Refusal to Honor Card

In the event the card is not honored by a merchant, machine or others or the card is retained, you recognize that electronic terminals, merchants, financial institutions and others who might otherwise honor the card may not be able to determine your actual available balances or may have other limits or requirements. Therefore, we are not liable for the refusal or inability of such terminals or persons to honor the card or to complete a card withdrawal, or for their retention of the card.

Transaction Slips

The statement for the account will identify the merchant, financial institution or electronic terminal at which Card withdrawals were made, but sales, cash withdrawals, credit vouchers or other slips you sign or receive cannot be returned with the statement. You will retain the copy of such slips furnished at the time of the transaction in order to verify the statement. We may make a reasonable charge for photocopies of slips you may request.

Returns & Adjustments

Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by initiating a credit to us. We will credit that amount to your account. We cannot honor stop payment requests on Card withdrawals.

Foreign Transactions

We may, from time to time, block debit card, ATM withdrawals and purchases made using a personal identification number (PIN) and point-of-sale transactions, in some countries due to suspected fraud.

Contact Information

Flagstar Bank
Item Processing Department 301 West Michigan Avenue Jackson, MI 49201

Business Days are defined as Monday through Friday, excluding federal holidays, for purposes of disputes/unauthorized transactions only. Please review other disclosures carefully because Business Days may be defined differently in other sections.

Calendar day is defined as all days in a month including weekends and holidays. Calendar days are noted as "day(s)".

Customer Service (including lost/stolen card) call: U.S. & Canada: (888) 248-6423; International: (248) 312-2325

PHONE:(888) 248-6423

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful.

The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY

Definitions for Reference

This policy statement applies to "transaction accounts". Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Calendar day is defined as all days in a month including weekends and holidays. Calendar days are noted as "day(s)".

Transaction Accounts

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$200 available by the first business day after the day of your deposit. Electronic direct deposits will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit and would be placed in a pending status until the business day the transaction is dated from the originating company or individual.

Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Sundays and federal holidays. If you make a deposit on a business day that we are open, we will consider that business day to be the business day of your deposit. However, if you make a deposit on a day we are not open, we will consider the deposit to be made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

If you make a deposit at an ATM before 3:00 PM on a business day that we are open, we will consider that business day to be the business day of your deposit. However, if you make a deposit at an ATM after 3:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same Day Availability.

Funds from electronic direct deposits to your account will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit and would be placed in a pending status until the business day the transaction is dated from the original company or individual.

If you make a cash deposit in person to one of our employees, the funds will be available on the business day we receive the deposit.

Next-Day Availability.

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

- U.S. Treasury checks that are payable to you.
- Checks drawn on Flagstar Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

1. State and local government checks that are payable to you if you use a special deposit slip available from our tellers.
2. Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available from our tellers.
3. Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability.

The first \$200 from a check deposit will be available by the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

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

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.

Longer Delays May Apply

Safeguard Exceptions. 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 computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

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

Funds from electronic direct deposits to your account will be available on the effective/settlement day of the deposit. The effective/settlement day may differ from the day we receive the deposit and would be placed in a pending status until the business day the transaction is dated from the originating company or individual. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

Deposits at Automated Teller Machines or Mobile Check Deposit

Funds from any deposits (cash or checks) made via mobile check deposit or at a Flagstar automated teller machine (ATM) we own or operate may not be available until the second business day after the day of your deposit with \$200.00 availability by the first business day after the day of your deposit. The other sections for same-day and next-day availability noted above do not apply for these types of deposits.

All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS AND YOUR RIGHTS

Definitions for Reference

Calendar day is defined as all days in a month including weekends and holidays. Calendar days are noted as "day(s)."

Business day is defined as Monday through Friday, excluding federal holidays. Please review other disclosures carefully because Business Days may be defined differently in other sections.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check stated: "This is a legal copy of your check. You can use it in 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 you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or 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 withdrawn from your account and fees 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 are also 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, 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 days after we receive 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 you have suffered a loss relating to a substitute check you received and was posted to your account, please contact us at:

FlagstarBank
 Item Processing Department
 301 West Michigan Avenue
 Jackson, MI 49201
 (888)248-6423

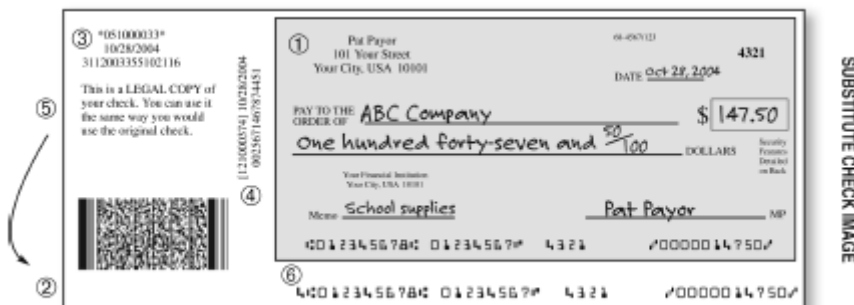
You must contact us within 40 days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing the substituted check was posted to your account, whichever is later. We will extend this time period if you were not able 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 you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check:
 - the check number,
 - the amount of the check,
 - the date of the check,
 - the name of the person to whom you wrote the check, and
 - the account Number

Substitute Check Image

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



1. An image of the original check appears in the upper right-hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the "reconverting bank" the financial institution that created the substitute check.

4. The information in brackets (appears sideways facing the check image) relates to the "truncated bank" the financial institution that took the original check out of the check processing system.
5. The Legal Legend states: This is a LEGAL COPY of your check. You can use it the same way you would use the original check.
6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure it is processed as though it were the original.

Bounce Protection Overdraft Privilege Program

At times, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a check returned due to non-sufficient funds can be a costly, inconvenient and potentially embarrassing experience. At Flagstar Bank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we want to save you from the additional merchant fees and possible damage to your credit history that might result if a check is returned. That's why we provide Bounce Protection, a special overdraft program for Flagstar Bank's customers.

Your account will have a Balance, which is the total amount of funds in your account from your posted transactions, and an Available Balance, which is your Balance minus any pending debit card transactions and/or any outstanding holds (for example, holds on deposited checks, fraud/legal holds, or temporary debit authorization holds). Any checks you may have written or ACH transactions that have not posted to your account, Bounce Protection funds, or any funds from accounts(s) you have linked for overdraft (for example, deposit overdraft protection and/or overdraft line of credit) are not reflected in your Balance or Available Balance.

Your account is considered overdrawn when your Available Balance is less than zero. There are several ways this can happen, including but not limited to (1) payment of Items, (2) return of unpaid deposits, (3) deposits that, according to the Funds Availability Disclosure, are treated as not yet available or finally paid, (4) bank services charges, or (5) temporary debit authorization holds requested by merchants - even if the amount of the authorization ends up being more or less than the actual amount of the transaction. For information on the way transactions are credited and debited and how they could cause your account to become overdrawn, please refer to the Terms and Conditions of Your Account and Important Account Information documents, which were provided to you when you opened your account.

What is Bounce Protection?

Bounce Protection is a discretionary overdraft program requiring no action on your part that provides you a safety net up to an automatically assigned overdraft limit.

Your Bounce Protection limit may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

What does my Bounce Protection cost?

You will be assessed our \$36.00 Overdraft Charge for each overdrawn item created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment. Also, if you have requested us to do so, we may authorize and cover ATM transfers or withdrawals and everyday debit card purchases. For example, three paid items in one day may result in three Overdraft Charges. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly statement.

How does Bounce Protection work?

As long as you maintain your account in "good standing," we may approve your overdraft items within your current available Bounce Protection Limit.

For overdraft privilege consideration, your account is in "good standing" if you (1) deposit enough money to bring your account to a positive Balance at least once every 30 consecutive days by the end of the business day and leave the Balance positive overnight (including the payment of all bank fees and charges); (2) avoid excessive overdrafts; and (3) have no legal orders, levies or liens against your account.

Please note that the amount of the overdraft transaction plus our Overdraft Charge for each Item will be deducted from your Available Balance and Bounce Protection Limit. If the item is returned, an NSF Charge will be deducted from your account and reflected in your Available Balance. No interest will be charged on the overdraft balance.

Please refer to the Terms and Conditions of Your Account for additional details in the Withdrawals, Overdrafts and Non-Sufficient Funds and the Bounce Protection Customer Overdraft Guidance sections. Please also see our Funds Availability Disclosure and the Important Account Information documents for more details.

How do I know when I use the Bounce Protection Limit?

You will receive a notice each time overdraft items are paid, including fees. You will need to subtract the total fees when balancing your checkbook.

What is my Bounce Protection Limit? If I have two checking accounts, can I get Bounce Protection on both?

Locate your account type below and make note of the corresponding Bounce Protection limit. If you have multiple accounts for your household, you may have a Bounce Protection limit on each eligible account.

Non-Interest Bearing Checking	\$500
Interest Bearing Checking	\$1,000
Business*	\$600
Money Market	\$1,500

*Qualifying business ownerships include sole proprietorships/DBAs, partnerships, and single member LLCs with a SimplyBusiness Checking account.

What if I go beyond my Bounce Protection Limit?

Overdrafts above and beyond your established Bounce Protection Limit may result in checks or other items being returned to the payee. While we will not pay an Item that causes you to exceed your Bounce Protection Limit, we may assess bank fees (such as NSF or Overdraft Charges) in excess of your Bounce Protection Limit. The Non-Sufficient Funds (NSF) Charge may be assessed for each returned, unpaid item and charged to your account. A notice will be sent for Items paid and/or returned. If the account is overdrawn, it may be subject to the current Consecutive Days Overdrawn fee.

How quickly must I repay my Bounce Protection?

You should make every attempt to bring your account to a positive Balance as soon as possible, and must do so within 30 consecutive days by leaving the Balance positive overnight (including the payment of all bank fees and charges). If you are not able to do so, you will receive a letter from Flagstar Bank informing you that your Bounce Protection Limit has been suspended and additional items will be returned. If your limit is suspended, unless we notify you otherwise or you request this program be removed from your account, your limit will be made available to cover overdrafts again the first business day after you bring your account to a positive end-of-day Balance.

What if I am having trouble repaying my Bounce Protection or use it frequently?

Please contact us at (888) 248-6423 if: (1) you do not believe you will be able to bring your account to a positive end-of-day Balance within the required time period; (2) find that you are using Bounce Protection more often than you intend; or (3) don't understand why your account becomes overdrawn. We would like to discuss your situation with you.

What are some of the ways I can access my Bounce Protection limit? Will my limit be reflected in the balances I receive?

The chart below shows the different ways you can access your Bounce Protection limit and indicates whether or not this limit will be reflected in the balances provided.

Access points	Is my Bounce Protection available?	Do the balances provided reflect my Bounce Protection limit?
Teller	Yes	No
Writing a Check	Yes	N/A
Debit Card (recurring)	Yes	N/A
Debit Card (everyday)	No**	N/A
ATM Withdrawal	No**	No
ACH- Auto Debit	Yes	N/A
Online Banking	No	No
Bill Pay	Yes	N/A
Telephone Banking	No	No

** Bounce Protection program will be made available for ATM or everyday debit card transactions upon your request. Call (888) 248-6423 or visit one of our branches to arrange for your ATM and debit card coverage.

How soon can I use my Bounce Protection?

If you are a new customer, we will advise you 60 or more days after your account is opened that you may use the Bounce Protection overdraft program. This is provided you have maintained satisfactory activity in the account, including regular deposits, consistent with our internal standards for new account types that may offer Bounce Protection.

Once you are notified your Bounce Protection Limit is available to you, it may continue to be available provided you maintain the account in "good standing" as defined in this document.

What are some other ways I can cover overdrafts at Flagstar Bank?

The best way to avoid overdrawing your account is to keep track of your Available Balance, enter all Items in your check register, reconcile your checkbook regularly, and manage your finances responsibly. Whenever you use your debit card to pay for goods or services, you should immediately deduct the amount of the payment authorized from your check register even if the merchant has not yet posted the transaction or even if the merchant may post a transaction for more or less than what you authorized to be charged.

For additional details, we encourage you to review the Funds Availability Disclosure, Terms and Conditions of Your Account, Important Terms of Your Account, and What You Need to Know about Overdrafts and Overdraft Fees disclosures, as well as the following sections in those documents: Withdrawals, Overdrafts and Non-Sufficient Funds, Bounce Protection Customer Overdraft Guidance, and Debit Transaction and ATM Card Processing.

In addition to Bounce Protection, Flagstar Bank offers other ways to cover overdraft transactions, such as a link to another account or overdraft line of credit.

What if I do not want to have Bounce Protection on my account?

If you would like to have this program removed from your account, please call (888) 248-6423.

Please see the *Fee Schedule* for current fees. For more details on how we assess Overdraft and NSF charges, please refer to the Overdrafts and Non-Sufficient Funds section of the Terms and Conditions of Your Account.

What You Need to Know about Overdrafts and Overdraft Fees

For more details, see the document titled "Bounce Protection Overdraft Privilege Program."

An overdraft occurs when we pay a transaction that causes your Available Balance to fall below zero. Please see the Agreement section of the Terms and Conditions of Your Account disclosure for the definition of Available Balance.

We can cover your overdrafts in two different ways:

1. We have Bounce Protection that is currently available on your account if you meet and continue to meet the qualifications parameters.
2. We also offer one or more overdraft protection plans, such as a link to another account or overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard Bounce Protection practices.

What are the standard Bounce Protection practices that come with my account?

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

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

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

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

Calendar day is defined as all days in a month including weekends and holidays. Calendar days are noted as "day(s)".

Business days are defined as Monday through Saturday, excluding federal holidays.

Under our standard overdraft practices:

- We charge a fee of **\$36.00** each time we pay an overdraft.
- Also, if the account is overdrawn for more than 34 days, we charge an additional fee of **\$6.00** for each business day your account is overdrawn.
- The total fees we can charge you for overdrawing is \$180.00 each business day.

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

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, complete the form below and deliver it to us or contact any branch or call (888) 248-6423. Thank you for choosing Flagstar Bank for your banking needs.

 I want Flagstar Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions with respect to the account identified below.

I do not want Flagstar Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions with respect to the account identified below.

Name: _____

Date:

Account Number:

TRUTH IN SAVINGS DISCLOSURE

This disclosure contains information about terms, fees, and interest rates for the Internet accounts we offer.

SimplyChecking

Rate Information—This account does not earn interest.

Minimum balance to open the account —An initial deposit of \$50.00 is required to open this account.

Statements—Statements can be delivered and requested through online banking with this account at no charge. A \$2.00 fee will be imposed each month a paper statement is mailed to you.

Fees- Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

SimplyPlus Checking

Rate Information—Your interest rate and annual percentage yield may change.

Frequency of rate changes—We may change the interest rate on your account at any time.

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

Compounding and crediting frequency — Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account — You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of service charge — A maintenance service charge of \$10.00 will be imposed every statement cycle if the average daily collected balance in the checking account is less than \$1,000.00 or the combined average daily collected balance of all Flagstar linked personal checking (including this account), savings, money market, IRA and certificate of deposit accounts is less than \$5,000.00. Some accounts may not be eligible in the combined average daily collected balance requirement based on titling structure, product type or other constraints. The minimum balance service charge will be waived on accounts whose primary owner is age 50 years or older.

Daily balance computation method —We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits — Interest begins to accrue on the first business day after the business day you deposit non-cash items (for example, checks).

Interest accrual upon account closure — Interest accrues up to the business day that you close your account and is credited when the account is closed.

Fees - Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

SimplyMax Checking

Rate Information — Your interest rate and annual percentage yield may change.

Frequency of rate changes —We may change the interest rate on your account at any time.

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

Compounding and crediting frequency — Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account — You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of a service charge — A maintenance service charge of \$25.00 will be imposed every statement cycle if the average daily collected balance in the checking account is less than \$5,000.00 or the combined average daily collected balance of all Flagstar linked personal checking (including this account), savings, money market, IRA and certificate of deposit accounts is less than \$25,000.00. Some accounts may not be eligible in the combined average daily collected balance requirement based on titling structure, product type or other constraints.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Fees - Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Express Checking Account

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – You must deposit \$1.00 to open this account.

Minimum balance to avoid imposition of service charge – There is no minimum balance requirement.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks) on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks). Interest accrues up to the business day that you close your account and is credited when the account is closed.

Fees - Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

This account is offered through the Internet channel only.

SimplyOne Account

Rate Information – This account does not earn interest.

Minimum balance to open the account – An initial deposit of \$1.00 is required to open this account.

Statements – Statements can be delivered and requested through online banking with this account at no charge. A \$1.00 fee will be imposed each month a paper statement is mailed to you.

Transaction Limitations–

Checks – Checks cannot be written against this account

ATM Card – Only ATM Card PIN transactions are allowed

Daily ATM Card PIN transaction limits –

\$200 ATM withdrawal limit

\$1,500 point-of-sale (PIN transaction) limit

\$1,700 aggregated maximum total transactions

Outgoing wires – Outgoing wires are not allowed from this account

Bounce Protection – Bounce Protection is not available with this account.

Fees –

Monthly Maintenance Service Charge – A \$1.00 service fee will be charged every month. This fee cannot be waived.

Non-Flagstar ATM Transaction Fee – There is a \$1.00 fee for using ATMs we do not own or operate.

Money Order - \$1.00 per money order

ATM Deposit Availability – Zero immediately available on checks deposited through the ATM. Full

deposit of checks available no later than the second business day after the funds are deposited. However, if you make a deposit on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

This account is only available at your local branch, it is not offered through the internet channel.

SimplySavings

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – There is no minimum balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – A maintenance service charge of \$3.00 will be imposed every month if the average daily collected balance in the account falls below \$300.00. The monthly service charge will be waived if the account is linked to any Flagstar personal checking account. This fee will not apply on accounts whose primary owner is 18 years of age or under.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

SimplyMax Savings

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – There is no minimum balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – A maintenance service charge of \$25.00 will be imposed every month the average daily collected balance in the account is less than \$25,000.00.

The monthly service charge will be waived if the account is linked to any Flagstar personal checking account.

Daily balance computation method -We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

SimplyKids Savings

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes –We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – There is no minimum balance required to open in branch.

Daily balance computation method -We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account limitations – There is a limit of one account per primary owner (SSN). On the primary owner's 23rd birthday, the account will convert to SimplySavings.

SimplyKids Savings is offered through the branch only.

Vacation/Holiday Club Account

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

For Holiday Club, annual account funds are paid out and mailed to account owner(s) during the last two weeks of October. Any other withdrawal for emergency use only.

For Vacation Club, annual account funds are paid out and mailed to account owner(s) during the last two weeks of March. Any other withdrawal for emergency use only.

Vacation/Holiday Club is offered through the branch only.

IRA Savings

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – \$50.00 initial deposit is required at time account is established.

Minimum balance to avoid imposition of service charge – There is no minimum balance required for this account.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end

your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees - Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Please see your Individual Retirement Account (IRA) disclosures for additional information. All IRAs are subject to IRS Regulations.

IRA Savings is offered through the branch only.

Health Savings Account

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – \$50.00 initial deposit is required at time account is established.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees - Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Please see your Health Savings Account (HSA) disclosures for additional information. All HSAs are subject to IRS Regulations.

Health Savings is offered through the branch only.

Elite Savings

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – \$0

Minimum balance to avoid imposition of service charge – If your average daily collected balance falls below \$50,000.00 for any statement cycle, your account will be subject to a maintenance service charge of \$35.00 for that statement cycle. The maintenance service charge will be waived if the account is linked to any Flagstar personal checking account.

The average daily collected balance is calculated by adding the collected balance in the account

for each day of the period and dividing that figure by the number of days in the period.

Daily balance computation method –We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess preauthorized withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month.

Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions – Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one account per customer. Funds may not currently be on deposit with Flagstar Bank.

SimplySavingsPromo1.15%

Effective March 10, 2016

Rate information

Promotional 1.15% APY is guaranteed for the initial 12 Months. Rates are accurate as of March 10, 2016.

Account Name	SimplySavings Promo Interest Rate	Balance Tiers	Annual Percentage Yield(APY)
SimplySavingsPromo1.15%	1.14%	No Tiers	1.15%

After the twelve month promotional period, your account will move to the SimplySavings account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balance to open – No minimum opening balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – There is no minimum balance requirement.

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method -We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits- Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by

federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees- An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer. Funds may not currently be on deposit with Flagstar Bank.

Max Savings Promo 1.15%

Effective March 10, 2016

Rate information

Promotional 1.15% APY is guaranteed for the initial 12 Months. Rates are accurate as of March 10, 2016.

Account Name	Max Savings Promo Interest Rate	Balance Tiers	Annual Percentage Yield(APY)
Max SavingsPromo1.15%	1.14%	NoTiers	1.15%

After the twelve month promotional period, your account will move to the SimplyMax Savings account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balance to open- No minimum opening balance required to open in branch \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – There is no minimum balance requirement.

Compounding and crediting frequency- Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method -We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits- Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals

or transfers.

Fees- An excess withdrawal fee of \$10.00 maybe charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure –Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer.

Funds may not currently be on deposit with Flagstar Bank.

EliteSavingsPromo1.15%

Effective March 10, 2016

Rate information

Promotional 1.15% APY is guaranteed for the initial 12 Months. Rates are accurate as of March 10, 2016.

Account Name	Elite Savings Promo Interest Rate	Balance Tiers	Annual Percentage Yield(APY)
EliteSavingsPromo1.15%	1.14%	No Tiers	1.15%

After the twelve month promotional period, your account will move to the Elite Savings account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balance to open – No minimum opening balance required to open in branch.

\$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – There is no minimum balance requirement.

Compounding and crediting frequency-Interest will be compounded every month.

Interest will be credited to your account every month.

Daily balance computation method -We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits- Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees- An excess withdrawal fee of \$10.00 maybe charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure –Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer. Funds may not currently be on deposit with Flagstar Bank.

SimplySavings Promo

Effective June 22, 2016

Rate information

Promotional .90% APY is guaranteed for the initial 12 Months. Rates are accurate as of June 22, 2016.

Account Name	Simply Savings Promo Interest Rate	Balance Tiers	Annual Percentage Yield (APY)
SimplySavings Promo	.90%	No Tiers	.90%

After the twelve month promotional period, your account will move to the SimplySavings account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balance to open—No minimum opening balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge—There is no minimum balance requirement.

Compounding and crediting frequency—Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method—We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits—Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees—An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure—Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer. Funds may not currently be on deposit with Flagstar Bank.

Max Savings Promo

Effective June 22, 2016

Rate information

Promotional .90% APY is guaranteed for the initial 12 Months. Rates are accurate as of June 22, 2016.

Account Name	Simply Max Promo Interest Rate	Balance Tiers	Annual Percentage Yield(APY)
Max Savings Promo	.90%	No Tiers	.90%

After the twelve month promotional period, your account will move to the SimplyMax account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balanceto open—No minimum opening balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge— There is no minimum balance requirement.

Compounding and crediting frequency-Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method-We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits-Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees-An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure—Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer. Funds may not currently be on deposit with Flagstar Bank.

Elite Savings Promo

Effective June 22, 2016

Rate information

Promotional .90% APY is guaranteed for the initial 12 Months. Rates are accurate as of June 22, 2016.

Account Name	Elite Savings Promo Interest Rate	Balance Tiers	Annual Percentage Yield(APY)
Elite Savings Promo	.90%	No Tiers	.90%

After the twelve month promotional period, your account will move to the Elite Savings account. Balances will earn the interest rate in effect at that time and may change at any time without notice.

Minimum Balance to open—No minimum opening balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge—There is no minimum balance requirement.

Compounding and crediting frequency—Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method—We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits—Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers - An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees—An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure—Interest accrues up to the business day that you close your account and is credited when the account is closed.

Account restrictions - Not available for businesses or public units. Rates available only on Promotional Savings accounts opened in conjunction with this offer. Limit one promotional savings account per customer. Funds may not currently be on deposit with Flagstar Bank.

Express Savings Account

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – You must deposit \$1.00 to open this account.

Minimum balance to avoid imposition of service charge – There is no minimum balance requirement.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit

withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

This account is offered through the Internet channel only.

SimplyMoney Market

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open the account – There is no minimum balance required to open in branch. \$1.00 minimum to open online.

Minimum balance to avoid imposition of service charge – A maintenance service charge of \$10.00 will be imposed every statement cycle the average daily collected balance in the account is less than \$5,000.00. The monthly service charge will be waived if the account is linked to any Flagstar personal checking account.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

Express Money Market

Rate Information – Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

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

Compounding and crediting frequency – Interest will be compounded every month. Interest will be credited to your account every month.

Minimum balance to open this account – You must deposit \$1.00 to open this account.

Minimum balance to avoid imposition of service charge – There is no minimum monthly balance requirement.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the first business day after the business day you deposit noncash items (for example, checks).

Limitations on Frequency of Transfers – An unlimited number of deposits or withdrawals are permitted in person, by mail or ATM to the extent that these services are available. However, by federal regulation, not more than six preauthorized, automatic, online or telephone transfers or withdrawals or check or debit (also known as Point-of-Sale (POS)) withdrawals are permitted in a calendar month from a savings and/or money market account to either another account you have with us or to a third party. If you go over the six-transfer limitation, we will charge your account the applicable fees listed in the Fee Schedule and we may either change your account to a checking account, close your account, or end your right to withdraw or transfer money from your account by telephone or online transfer, check, debit card, automatic withdrawal or transfers, and preauthorized withdrawal. We may also refuse to permit withdrawals or transfers that go over this limitation and may charge you for requesting such withdrawals or transfers.

Fees – An excess withdrawal fee of \$10.00 may be charged for each preauthorized, automatic, online or telephone transfer or withdrawal or check or POS withdrawal in excess of six during a calendar month. Please reference the Fee Schedule section for additional fees listed that may be applicable to your account.

Interest accrual upon account closure – Interest accrues up to the business day that you close your account and is credited when the account is closed.

This account is offered through the Internet channel only.

Certificates of Deposit

Minimum balance to open the account – You must deposit \$500.00 to open this account.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations – You may not make any deposits into your account before maturity.

- You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal.
- You can only withdraw interest credited in the term before maturity of that term without penalty.
- You can withdraw interest any time during the term of crediting after it is credited to your account.

Early withdrawal penalties – A penalty on the amount withdrawn may be imposed for withdrawals before maturity if your certificate of deposit has a term of:

- 7 – 29 days: The penalty we impose will be 7 days of interest, whether the interest is earned or unearned.
- 30 – 179 days: The penalty we impose will be 30 days of interest, whether the interest is earned or unearned.
- 180 – 364 days: The penalty we impose will be 90 days of interest, whether the interest is earned or unearned.
- 12 – 35 months: The penalty we impose will be 180 days of interest, whether the interest is earned or unearned.
- 36 – 120 months: The penalty we impose will be 364 days of interest, whether the interest is earned or unearned.

In certain circumstances, such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

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

Automatically renewable time account – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

- Each renewal term will be the same as the original term with the following exceptions: 13 Month CD Campaign Offer product will renew for 12 Month term. 25 Month CD Campaign Offer product will renew for 24 Month term. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.
- On all certificate of deposit accounts, you will have ten calendar days after maturity to withdraw the funds without a penalty.

Fees – An ownership change fee of \$25.00 will be imposed when ownership of an account has been changed. Fees could reduce earnings on the account.

About Your Privacy

FACTS	WHAT DOES FLAGSTAR 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and credit scores. • Account transactions and checking account information. • Transaction history and loan payment history. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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 Flagstar Bank chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Flagstar 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	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
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) 248-6423 for banking questions, (800) 634-6486 for loan questions, or go to flagstar.com .
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Member FDIC



WHAT WE DO	
How does Flagstar Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Flagstar 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. <p>We also collect your personal information from others, such as credit bureaus or 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 affiliates' everyday business purposes - information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing 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> <p><i>Our affiliates include companies with a Flagstar name and Douglas Insurance Agency.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Flagstar Bank does not share with nonaffiliates so they can market to you.</i></p>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include categories of companies such as insurance and credit card companies.</i></p>

Contact Information
(888) 248-6423 (Banking)
(800) 634-6486 (Loan)
flagstar.com

IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

Fee Schedule

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Fees are assessed each Business Day, where applicable. Business Days are defined as Monday through Saturday, excluding federal holidays, for any fees listed, unless otherwise noted. Please review other disclosures carefully because Business Days may be defined differently in other sections.

Calendar Day is defined as all days in a month including weekend and holidays. Calendar days are notes as "day(s)."

COLLECTIONS

Cashier's check (each)	\$7.00
Counter check (per page)	\$2.00
Money Order (each)	\$5.00
On-us check cashing fee, non-customer (each)	\$7.50
Incoming Wire, Domestic, customer (each)	\$10.00
Incoming Wire, International, customer (each)	\$15.00
Outgoing Wire, Domestic, customer (each)	\$30.00
Outgoing Wire, International, customer (each)	\$45.00
Bond coupon redemption (per envelope)	\$5.00
Incoming Collection, Domestic (each)	\$20.00
Outgoing Collection, Domestic (each)	\$40.00
Incoming Collection, Foreign (each)	\$40.00
Outgoing Collection, Foreign (each)	\$40.00
Account closed within 180 days of opening (each)	\$15.00
Returned deposited item or Returned check charge (each)	\$12.00
Coin charge (each)	7.5%
Check printing orders	Dependent on type of checks ordered
Amortization schedule (each)	\$20.00
Direct deposit	No Charge
Charge off fee (each)	\$30.00
RESEARCH AND ADMINISTRATION	
Stop Payment (each)	\$36.00

<p>Non-Sufficient Funds (NSF) Charge (each)</p> <p>A charge for a returned, unpaid Item (also known as insufficient funds) for all checking, money market, and savings accounts other than SimplyOne.</p> <p>There is a combined limit of five Non-Sufficient Funds and Overdraft Charges per business day. Please see the Threshold Amounts below for additional details.</p>	<p>\$36.00</p>
<p>Overdraft Charge (each)</p> <p>A charge for an overdraft, paid Item (also known as Bounce Protection charge) for all checking, money market, and savings accounts other than SimplyOne. There is a combined limit of five Non-Sufficient Funds and Overdraft Charges per business day. Please see the Threshold Amounts below for additional details.</p>	<p>\$36.00</p>
<p>Deposit Overdraft Protection transaction fee (one per day when one or more transfers occur between eligible deposit accounts). Please note, the fee may be assessed after 9 p.m. ET and will no longer happen directly after the transfer occurs. See the Deposit Overdraft Protection section of the Terms and Conditions of Your Account disclosure for more details. Also, please see the Threshold Amounts below for additional details.</p>	<p>\$10.00</p>
<p>Threshold Amounts</p> <p>Negative Available Balance: No Overdraft/NSF Charges or Deposit Overdraft Protection transactions fees will be assessed when your account is overdrawn \$5.00 or less.</p> <p>Transaction Amounts: No Overdraft/NSF Charges or Deposit Overdraft Protection transaction fees on transactions that are \$5.00 or less.</p>	<p>No Charge</p>
<p>Consecutive Days Overdrawn fee - Beginning on day 35, the Consecutive Days Overdrawn fee will be charged each business day the account is negative***</p> <p>***Applies only to accounts that are \$10 or more overdrawn in the negative. Also, the Consecutive Days Overdrawn fee does not apply to the SimplyOne accounts.</p>	<p>\$6.00</p>
<p>Levy, garnishment, child support or other legal action (each)</p>	<p>\$100.00</p>
<p>Account inactivity fee (per month)</p> <p>An account is inactive if no deposits or withdrawals have been made for six months. This fee does not apply to CDs, IRAs, Money Markets or Minor Savings. The fee will only be charged on our other deposit accounts as described below:</p>	<p>\$10.00</p>
<p>Personal Checking: Fee is charged on accounts with a balance of less than \$1,000.00 Personal Savings: Fee is charged on accounts with a balance of less than \$100.00</p>	<p>\$40.00</p>
<p>Escheated/Dormant account fee (each)</p> <p>An account is dormant if no deposits or withdrawals have been made in three years</p>	<p>\$50.00</p>



Special statement(each)	\$5.00
Account research, per hour charge (1 hour minimum)	\$30.00
Account activity printout(each)	\$5.00
Reconcile bank statement, per hour charge (1 hour minimum charge)	\$30.00
Copy of check (each)	\$3.00
Photocopy, each page	\$1.00
Notary service, customer(each)	No Charge
Ownership change fee(each account)	\$25.00
Excess debits fee (each) for MoneyMarket and Savings accounts	\$10.00

ELECTRONIC SERVICES

Flagstar ATM Withdrawal, Deposit, Balance Inquiry, Transfer (each) Allpoint and Presto! ATM network transactions	Free
Cash-back at POS	Free
Non-Flagstar Domestic ATM Withdrawal, Balance Inquiry, Transfer (each)	\$2.50
Non-Flagstar International ATM Withdrawal, Balance Inquiry, Transfer (each)	\$2.50
Exchange Rate Adjustment (Currency Conversion Factor) - POS or ATM	3%
Additional or replacement ATM/Debit card (each)	\$5.00
Expedited Debit Card Delivery (each)	\$50.00
Popmoney - Next Day Delivery (each)	\$1.00
Bank to Bank - Next Day Outbound (each)	\$2.00
Bill Pay Expedited Payment (each)	\$4.00
Overnight Check Fee	\$16.00

RETIREMENT ACCOUNTS

Retirement Plan Fee (IRA & SEP and HSA annual administration)	\$5.00
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SAFE DEPOSIT BOXES

Annual rental, where available	
2" x 5"	\$30.00
3" x 5"	\$35.00
5" x 5"	\$50.00
3" x 10"	\$55.00
5" x 10"	\$75.00
10" x 10"	\$130.00
One lost key	\$50.00
Two lost keys	cost to drill
Safe deposit box late payment (after 30 days)	\$10.00



NIGHT DROP

Nylon locking bag (each)	\$25.00
Vinyl, non-locking bag (each)	\$5.00
Hold night drop bag (each per day)	\$2.00
Disposable night drop bags (pack of 10)	\$2.00

Address changes on accounts will be authorized if Flagstar Bank receives notification from either the account owner or the United States post office.