

**ACCOUNT AGREEMENT  
NOW ACCOUNT**



4172 ASSN BANKING BRANCH-CFL  
PO BOX 30061 TAMPA FL 33630

**ACCOUNT TITLE AND ADDRESS**

STONEBROOK LANDING HOMEOWNERS ASSOCIATION  
d/b/a THE SANCTUARY AT VENICE  
C/O PINNACLE COMMUNITY ASSOCIATION MGMT  
PO BOX 21058  
SARASOTA, FL 34276

ACCOUNT OPEN DATE	ACCOUNT NUMBER	OWNERSHIP TYPE	PRODUCT NAME	INITIAL DEPOSIT
October 29, 2025	505833063	Corporation Tax Classification: ____	1492 ASSOC NOW	

**DEFINITIONS.** Throughout this Agreement, these terms have the following meaning:

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

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your NOW account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement. Our privacy policy is available on our website. Notices of changes are subject to "Changes to Your Agreement below".

**YOUR CHOICE OF ACCOUNT.** As an entity eligible to open a NOW account under applicable law, you have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**BUSINESS ACCOUNTS.** Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

**ADDITIONAL DOCUMENTS TO OPEN ACCOUNT.** You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

**ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS.** When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.



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

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

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

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**YOUR RESPONSIBILITY FOR BACK OF CHECK.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

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

**SUBSTITUTE CHECKS.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

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

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

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

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

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items



to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

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

**UNLAWFUL INTERNET GAMBLING.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

**STATEMENTS.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for any unauthorized signature or alteration reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**PROTECTION AGAINST UNAUTHORIZED ITEMS.** You acknowledge that there is a growing risk of losses resulting from unauthorized items, including, but not limited to, forgeries, alterations and unauthorized signatures, and that we offer services that provide effective means for controlling the risk from unauthorized items. These services include positive pay, positive pay with payee validation and ACH block (and may include other services related to fraud prevention that we offer after the date of this Agreement).

All Account Owners agree that if you use the ACH Filter Service, you will not place any Stop Payment Orders on ACH debits on the designated accounts as it may cause the ACH Filter Service to not perform correctly. You release the Bank from all liability and damage if this occurs due to a stop payment, even if the Bank placed the stop payment on the designated account at your request.

From time to time, we may recommend you use these services or practices to prevent fraud to reduce your exposure to fraud. Each of these services and practices is an industry best practice. Positive pay, positive pay with payee validation and ACH block are examples of such services. *If we have expressly recommended that you use one or more of these services or practices (or any other service related to fraud prevention that we offer or fraud prevention practice recommended after the date of this Agreement) and you (a) either decide not to use the recommended service or practice or (b) fail to use the service or practice in accordance with the applicable service description or our other documentation applicable to the service or practice, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended service or practice in accordance with the applicable service description or applicable documentation for any such practice, and our sole obligation is to act in good faith and exercise ordinary care.*

**ELECTRONIC STATEMENTS AND NOTICES.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the State of Arkansas. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

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

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



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

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

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

**DIRECT DEPOSITS.** We may offer direct deposit services, including preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. If your account is overdrawn, you authorize us to deduct the amount of the overdraft from any deposit, including deposits of government payments or benefits. If we are required to reimburse the U.S. government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

**STOP PAYMENTS.**

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

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**STOP PAYMENT ON EFT DEBITS.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an EFT debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, Nacha Operating Rules, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

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

**NON-SUFFICIENT FUNDS.** If your account lacks sufficient available funds to pay a check, preauthorized transfer or other debit activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the fee schedule, subject to our Overdraft policy, and if applicable, to any overdraft protection plan you have consented to in writing with us. Regardless, our handling of the item may subject your account to a fee. We will process checks and other debit items in an order identified in your new account disclosures.

**PROCESSING ORDER.** We will process items, such as credits, checks, and other debit items in accordance with our processing order policy. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.



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

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account and for business account fees located at [my100bank.com/business-banking](http://my100bank.com/business-banking). Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**WITHDRAWAL NOTICE REQUIREMENTS.** We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

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

**THIRD PARTY CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, subpoena, other order of court or other legal process involving a party other than you and us ("Third Party Claim(s)"), we have the right to place a hold on, remove from your account and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Third Party Claim(s) or by applicable law. If the account is held jointly, we may place the hold, remove from the account and/or remit the amounts from the account arising from any Third Party Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account any fee authorized by law in connection with the Third Party Claim(s) or as otherwise set forth in the Disclosures. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of a Third Party Claim involving your account and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

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

**ATTORNEYS' FEES AND EXPENSES.** In the event of a dispute between you and us regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and the other reasonable costs incurred by it in connection with any proceeding related to such dispute. A "prevailing party" is defined as the person or entity who prevails in a judgment or other disposition. Settlements are excluded from this fee-shifting provision unless the applicable settlement agreement expressly provides for the payment of attorneys' fees.

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

**WAIVER OF RIGHTS.** You and we agree that no delay or failure on your part or our part to exercise any right, remedy, power or privilege available to you or us under this Agreement shall affect or preclude your or our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.



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

**THIS AGREEMENT PROVIDES FOR ARBITRATION AS THE MEANS FOR RESOLVING DISPUTES BETWEEN YOU AND US.**

THIS PROVISION APPLIES TO ANY CLAIM INVOLVING YOUR ACCOUNT WITH US. THIS PART WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS BETWEEN YOU AND US ARE RESOLVED.

**AGREEMENT TO ARBITRATE.** You and we agree that any Claims, except for those Claims specifically excluded below (See “Claims and Excluded Claims” below), involving your account between you and us will be resolved by mandatory, binding arbitration. Arbitration refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in a court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an arbitration award, but a court’s review of an arbitration award is limited. Because Claims will be resolved by arbitration, neither you nor we will have the right to: (1) have a court or a jury decide any Claim; (2) join or consolidate a Claim with claims of any other person; (3) participate in a class action in court or in class action arbitration; or (4) engage in information-gathering (discovery) to the same extent as in court. The right to appeal is more limited in arbitration than in court, and other rights in court may be unavailable or limited in arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Agreement is to be resolved by neutral, binding arbitration.

**Claims and Excluded Claims.** A “Claim” refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to or involving your account with us. The following claims, proceedings or remedies are not subject to, and are therefore excluded from, this agreement to arbitrate:

- Remedies in small claims court for Claims within that court’s jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to arbitration;
- Provisional judicial remedies;
- The exercise of self-help remedies and measures that do not involve a court or arbitration, including, but not limited to, our right to set-off against your account; or
- Compliance with other contractual or mandatory regulatory procedures before a Claim may be brought to arbitration.

**Waiver of Jury Trial; Waiver of Class Action.** To the extent permitted by applicable law for any matters not submitted to arbitration, you and we knowingly, voluntarily, intentionally, and irrevocably: (A) waive the right to a trial by jury in respect to any litigation arising from, or relating in any way to any Claim or any other dispute or controversy between you and us, and (B) agree that any such litigation will proceed on an individual basis and will not proceed as part of a class action. You and we also agree that Claims are to be heard and decided by one (1) arbitrator only, only on an individual basis, and not as class arbitration.

**Arbitration Provider and Its Rules.** The arbitration will be conducted by, and pursuant to the rules of, the American Arbitration Association (AAA). [www.adr.org](http://www.adr.org) is the AAA website. You can get a copy of the AAA’s rules at its website, including the rules for filing your claim, whether it be by mail or online.

If the AAA is unavailable, unable, or unwilling to accept and administer the arbitration of any Claim or any appellate proceeding, then the arbitration will be administered by JAMS. [www.jamsadr.com](http://www.jamsadr.com) is the JAMS website. You can get a copy of the JAMS rules at its website, including rules for filing your Claim, whether it be by mail or online.

If AAA and JAMS are unavailable, unable or unwilling to serve as arbitrator of the Claim, and the parties are unable to agree upon another arbitrator within thirty (30) days after each of AAA and JAMS have advised you and us (you and we have determined) that they are unavailable, unable or unwilling to serve as arbitrator of the Claim, you and we may agree upon another administrator or, if you and we are unable to agree, you or we may petition a court of competent jurisdiction to appoint an independent and impartial arbitrator under the Federal Arbitration Act, Title 9 of the United States Code (“FAA”), and such court shall appoint an independent and impartial arbitrator to hear such Claim. In the event a court appoints an arbitrator, the arbitration will be conducted pursuant to the rules of, the American Arbitration Association (AAA) as most recently in effect prior to the date of the Claim, or such other rules as the court shall order.

**Place of Arbitration and Costs.** If a face-to-face arbitration hearing will be held, unless you and we agree otherwise the hearing will be carried out in the federal judicial district where you live, or if you live outside the continental United States, at a location that you and we agree to, or if we are unable to agree, in Atlanta, Georgia. Like litigation in court, arbitration involves other fees, costs, and expenses which include the arbitrator’s fee and expenses, your attorneys’ fees and expenses, our attorneys’ fees and expenses, and, possibly, expert witness fees and expenses. All other fees and expenses, including arbitrator fees and expenses, attorneys’ fees and expenses, expert witness fees and expenses, and all other fees, costs, and expenses of the arbitration incurred by you and us shall be allocated by the arbitrator pursuant to applicable rules and this Agreement.

**Arbitrator’s Authority.** The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to grant whatever relief would be available in court under law or in equity. The arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the arbitration award.

**Governing Law.** The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Agreement and arbitration provision, and not any state law concerning arbitration, including state law arbitration rules and procedures.



**Survival; Severability.** This arbitration provision shall survive the closing of your account, your death, your bankruptcy, or the termination of any relationship between you and us for any reason. If one or more provisions or portions of this arbitration provision are deemed invalid, unlawful, unconstitutional, or unenforceable for any reason, then except as provided by the Waiver of Jury Trial; Waiver of Class Action provisions above, (i) that determination shall not invalidate the remaining portions of the arbitration provisions or the Agreement, and (ii) all remaining portions shall be in full force and effect as if this arbitration provision did not originally include the portion(s) held invalid, unlawful, unconstitutional, or unenforceable. The parties acknowledge and agree that the Waiver of Jury Trial; Waiver of Class Action provision shall remain valid under all circumstances.

**CHANGES TO YOUR AGREEMENT.** We may change this Agreement at any time. We may add new terms; delete or amend existing terms; add services; discontinue existing services; or convert existing accounts and services into new accounts and services. We ordinarily send you advance notice of an adverse change to this Agreement, however, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you.

If the fees, charges, minimum balance requirements or other similar items change in a manner adverse to you, such changes will be effective 30 days after notice of the change has been provided in accordance with this Agreement.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account.

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making notice of the change available to you. In some cases, we may post notice of a change in our banking offices or on our website ([www.my100bank.com](http://www.my100bank.com)). Otherwise, we mail the notice to you at the address we currently show for your statement or, if you are an internet or electronic banking customer, we may provide it to you electronically. We may also provide notice as a message on your statement or as an insert with your statement.

If notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices or statements to you because we consider your account dormant or because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you at our banking offices. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

If there are multiple account owners, a notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

**AUTHORIZATION TO CALL OR OTHERWISE CONTACT YOU.** When you sign this Agreement you give us your contact information, including your home telephone number, your mobile or cellular telephone number, email address or other contact information. By entering into this Agreement and providing us with that information you are agreeing to receive autodialed and prerecorded calls and you authorize us, and our affiliates to contact you, including contacting you through an automatic telephone dialing system, an email alert or a prerecorded voice, voicemail, or messaging service. As examples, but not by way of limitation, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. Your agreement to be contacted by us, including your agreement to receive autodialed and prerecorded calls, is not a condition to receiving services from us.

You agree to notify us promptly if any of your contact information changes. In addition, you agree that we may also contact you at any telephone number that we may obtain for or from you in the future using any automatic telephone dialing system, prerecorded voice, voicemail, or messaging service. Any complaint received via electronic message will be responded to in the same manner to the same address(es) from which the electronic message was sent. Any communication from you by electronic means (including email) constitutes your agreement to accept notices and other important communication by electronic means.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

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

**TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING.** You must provide a taxpayer identification number (hereinafter TIN) with your account with us. If you fail to provide your TIN within a reasonable time, we may suspend opening your account or close your account and return the balance to you, less any applicable service fees. We may withhold taxes from interest earned on your account as required by federal or state law or regulations. Your failure to furnish a correct TIN or meet other requirements may result in backup



withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service a percentage of interest and certain other payments.

**CERTIFIED BENEFICIAL OWNER INFORMATION.** You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

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

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

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

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

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Arkansas, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES**

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

**NOTICE**

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

