

# Terms and Conditions

For Your Personal Account



**investors**Bank  
Banking in *your* best interest.

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## 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 to see your driver's license or other identifying documents.

**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 the signature card 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 the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system 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 the financial institution 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. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. 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. Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in New Jersey"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

As used in this agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal.

**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 for 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 endorsement or lack of endorsement 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 endorsement, 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 endorsers to verify or guarantee their endorsements, or endorse in our presence.

**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.

**Post-Dated, Conditional and Stale-Dated Checks** - You must not date a check later than the date you write it. If you do and the check is presented to the bank for payment before its date, we may charge the check against your account even though payment is made before the date of the check, unless you notify us of the postdating. Notice for the purposes of this provision shall be made in accordance with the provisions described for Stop Payments. You must not put a condition for payment on any check. If you do, and the check is presented to the bank for payment before the condition is met, the bank may in its discretion pay the check or return it unpaid. The bank reserves the right to either pay or return a stale check (more than six months old).

**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 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 limitations (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 item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy 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 insufficient 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.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be

assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. 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. For consumer accounts, we will not charge fees 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 may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit or from any other savings account as defined by Regulation D. The law requires us to reserve this right, but it is not our general policy to use it. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. 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.

**ALL PERSONAL ACCOUNTS - 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 reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership 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.

**Multiple-Party Accounts (joint accounts)** - A multiple-party account is one with more than one party to the account agreement. Any party to this agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. We will not be liable because of any payments made pursuant to applicable law. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions. Each party owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

**Joint Account - With Survivorship (And Not As Tenants in Common)** - is owned by two or more parties. Ownership of this account cannot be changed by a Will. Each party shall own this account as joint tenants with rights of survivorship and each shall be bound by the provisions of this agreement. The Bank may honor any checks or withdrawal orders, if applicable, or other requests or directions concerning this account made by any one party unless the Bank receives written notice signed by one of the parties not to honor such checks, withdrawal orders, requests or directions and the Bank has had a reasonable opportunity to act on such request. In the event the Bank receives such a request from any of you, then the Bank may require all of you to sign future checks, withdrawal orders, requests or directions. Upon the death of any of you, the Bank will treat this account as the property of the survivor. If the Bank is served with legal process (such as a levy, execution or restraining order) involving a judgment against, or debt of, any one of you, then the Bank will be required to restrict withdrawals from this account and may be required to use the funds in this account to pay that judgment or debt. Each of you authorizes the other to endorse and deposit into this account any checks, notes or other instruments which are payable to any of you or all of you. You also authorize the Bank to endorse these instruments on behalf of each or all of you. Anything endorsed "for deposit only" may be accepted by the Bank for deposit to this account. You further authorize the Bank to charge this account with any service charges or indebtedness incurred by any of you. Upon the death of a party: (a) where there is only one surviving party, the entire account will belong to the survivor; (b) where there are two or more surviving parties, each party will continue to own their proportionate share as joint tenants with survivorship and not as tenants in common. The portion of the account owned by the deceased party will be shared equally by the survivors.

**Minor Ownership** – Except for passbook savings accounts, a minor may not be the sole owner of any Investors Bank checking or savings accounts. A minor aged 14 or older can be a joint owner on an account, provided a parent or legal guardian (age 18 or older) is also a joint owner on the account. As a joint owner, the parent or legal guardian remains liable to Investors Bank for any deficit or overdrafts on the account, regardless of whether the minor or parent/legal guardian caused the deficit/overdraft. The above rules regarding joint ownership apply to the parent/legal guardian who is joint owner on an account along with a minor.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries or P.O.D. payees are not entitled to the funds unless: (1) all parties creating the account die, (2) the beneficiary/P.O.D. payee is then living, and (3) we are not otherwise required by applicable law to make payment to a parent, custodian, or guardian. If two or more beneficiaries/P.O.D. payees are named and survive the death of all parties creating the account, such beneficiaries/P.O.D. payees will own this account in equal shares, without right of survivorship. The party(ies) creating either of these account types reserves the right to: (1) change beneficiaries/P.O.D. payees, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Fiduciary Accounts** - Any individual acting as an Agent, i.e. Guardian, Personal Representative, Trustee, Custodian or some other fiduciary capacity, must be designated as such on the Bank's signature card. It will otherwise be assumed that you own the account in an individual capacity. The Bank is authorized to follow the directions of your Agent and is not liable for the misapplication of funds from your account by your Agent. The terms of any format Agreement, Court Order or other document in which the account is opened will govern the account and the Bank has the right to review such a document.

**Uniform Transfers to Minors** - The Custodian of any Custodial Account opened under the Uniform Transfers to Minors Act will abide by the law by notifying the Bank in writing immediately upon the death of the minor or at the time the minor attains the age of maturity. After notifying the Bank of either of these events, your authority over the account continues only to the extent allowed by law. Before we receive such notice, the Bank may honor any transaction requests or checks or drafts written on the account without incurring any liability to the minor or any third party, and you will be liable to the Bank for any loss or expense it incurs because of failure to give prompt notice. This account is established for the exclusive benefit of the minor beneficiary. The rights and duties of the Custodian are governed by the Act.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf under a valid power of attorney. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) The power of attorney must be reviewed and approved by the bank. A power of attorney continues until your death or the death of the person given the power. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**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 item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. In New York, we will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. You may also request a stop-payment by calling 855-iBank4U (422-6548). We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. 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). Other account transfer restrictions may be described elsewhere.

**TRANSFER LIMITATIONS** - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. We reserve the right to close your account with or without notice to you. Although we will attempt to provide you with reasonable notice of any closure, we may under certain circumstances close your account immediately, in our sole discretion, or if we believe that doing so will prevent activity that may violate federal or state law, bank policy or may jeopardize your identity or the funds in your account. In either case, we will tender the account balance to you personally or by mail.

**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** - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures, alterations and forgeries** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable care and promptness." Also, 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 must bear the loss entirely yourself or in New Jersey, we may be responsible for a portion of the loss if we failed to use ordinary care and if we substantially contributed to the loss. In New York, we may be responsible for a portion of the loss if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration. The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. You can attempt to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days (14 days in New York) from when we first send or make the statement 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 exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement.

**Your duty to report other errors** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

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 endorsements 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, this time period shall not exceed 60 days. Failure to examine your statement and items and report any 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

**Errors relating to electronic fund transfers 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.

**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.

**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.

In the case of a joint account, each owner understands that the bank may use funds from their joint account to satisfy any one of their individual obligations. Similarly, each joint owner understands that the bank may use funds from their individual accounts to satisfy any obligations of their joint account. This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) 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 (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations or in New York, (e) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. 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.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions 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 endorsement. For this reason, we are not required to honor any restrictive legend or endorsement 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 law permits us to pay items (also referred to as "post") drawn on your account in any order. The term "items" includes checks you issue, drafts you've authorized, electronic transfers, transactions that clear through the Automated Clearing House system (ACH), debit card purchases, ATM withdrawals and various other preauthorized withdrawals. Preauthorized withdrawals include preauthorized or automatic transfers you initiate by telephone, online banking or similar order made by you and payable to third parties. Please note that we may not post items in the order in which they occurred and expressly reserve the right to choose our posting order sequence at our discretion and also change them from time to time, regardless of whether additional fees may result.

Posting is the process of recording transactions received for credit to or payment from your account. This is different from temporary holds that may be placed on your account for certain pending transactions that have not yet been submitted for actual payment. For example, as soon as we are made aware that a transaction may be made to your account, we may place a hold on your account or place a temporary credit on your account in the case of a deposit. As a result, you may see a temporary hold or credit on your account that has not yet been posted. These pending debits and credits transactions at the end of each business day are processed in what is known as nightly processing. Notwithstanding, wire transfers will affect your current balance at the time they are processed.

The table below shows the usual order of the most common transactions that post to an account during nightly processing; however, we generally post items in certain transaction categories (e.g., ATM and Debit Card transactions) first prior to posting items in other transaction types (e.g. Checks).

Posting Order	Transaction Type	How They Are Posted
1 <sup>st</sup>	Deposit	For information on the availability of funds in a deposit you make, please refer to "Your Ability to Withdraw Funds at Investors Banks"
2 <sup>nd</sup>	ATM Withdrawals ATM Transfers Debit Card Transactions	These are transactions that cannot be returned and are posted as received.
3 <sup>rd</sup>	ACH Debits	Posted low to high
4 <sup>th</sup>	Checks (other than those cashed at the teller line)	Posted low to high

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 insufficient 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 fees are disclosed elsewhere, 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. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, 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.

**CHECK PROCESSING** - 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 endorsed 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 endorsements unless you notify us in writing that the check requires multiple endorsements. 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.

**CHECK CASHING** - We reserve the right not to cash a check for anyone that does not have an account with us. If we do so, 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.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine. Checks presented with a second endorsement will only be accepted if the payee is an account holder in good standing.

**Important Information About Mobile Deposits** – Effective immediately, in order to improve the security of mobile deposits and comply with new federal regulations, Investors Bank will require the following endorsement in addition to your signature and account number: ***For Mobile Deposit Only.***

**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) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**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.

**SECURITY** - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

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.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a “remotely created check.” Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. Generally, we will not be responsible for any losses you incur if we used ordinary care and acted in good faith and in accordance with reasonable commercial standards.

**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.

**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.

**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.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer 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. You agree to be bound by automated clearing house association rules. 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 we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

If the account number and name on the ACH entry does not match the account number and name on the bank's records, the bank may rely solely on the account number contained in the ACH entry for the purpose of posting the entry.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**RULES APPLICABLE TO INTEREST BEARING AND NON-INTEREST BEARING CHECKING ACCOUNTS** – For accounting purposes, interest and non-interest bearing checking accounts will be converted to master deposit accounts which will consist of two sub-accounts: a transaction sub-account and a non-transaction sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the transaction sub-account. This modification is made solely for bank purposes and will not affect your ability to use your account. The amount of interest you receive (if applicable), the amount of fees or service charges (if any) and your monthly checking statement will all remain the same. All other terms, definitions and rules governing your account remain in effect.

**ATM/VISA DEBIT CARDS, OVERDRAFT LINES OF CREDIT, OR OTHER ACCESS DEVICES** - To aid in identity theft protection, we reserve the right to delay the issuance of an overdraft line of credit, a new ATM/Visa Debit Card or reissuance of a replacement card, or other access device, on any account for which we have received a change of address for a period of 30 days or until such time as necessary to establish the validity of the address change in accordance with the Fair and Accurate Credit Transactions Act. We further reserve the right to delay the issuance of an overdraft line of credit, an ATM/VISA Debit Card or other access device including, but not limited to, Internet Banking and Bill Payment on new accounts for a period of 30 days while we verify identification in accordance with the USA PATRIOT Act. We reserve the right to deactivate your ATM/VISA Debit Card if inactive for 12 consecutive months.

**PRE-AUTHORIZED DRAFTS** - A charge to your account via a paper item with your account information encoded on the draft, authorized by you, created by and payable to a 3rd party, without your signature. If you voluntarily give information about your account (such as our routing number and your account number) to a person who is seeking to sell you or in fact, sells you goods and services, and you don't physically deliver a check to that person, any debit to your account initiated by the person to whom you gave the information is deemed authorized.

**INACTIVITY** - In accordance with the Uniform Unclaimed Property Act, if you have not made any deposits or withdrawals from your account or have not otherwise communicated with us about your account for a period of three years (longer terms apply to certificates and retirement accounts), the account will be considered dormant and we will be required to transfer the balance to the applicable State as abandoned property.

If your checking or savings account becomes inactive (as defined below), a monthly service charge may be assessed as outlined in our separate service charge schedule, for each subsequent month until the account is reactivated or escheated to the State in accordance with the Uniform Unclaimed Property Act.

A checking or savings account will be considered inactive if for 12 consecutive months no deposit is made to it and/or no withdrawal is made from it; or, the Bank does not receive any document indicating that someone who is entitled to the funds in it knows about it; or, the Bank has not had any contact with someone who is entitled to the funds.

**INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES** - Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your account to any consumer reporting agency. Such notices should be sent in writing and include your complete name, current address, Social Security number, telephone number, account number, type of account, specific item of dispute and the reason why you believe the information reported is in error. Send your notice to our corporate address.

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## CUSTOMER IDENTIFICATION PROGRAM REQUIREMENTS

### THERE ARE CHANGES IN THE PERSONAL INFORMATION WE REQUEST OF OUR CUSTOMERS

You will be asked to provide more information about yourself than you have in the past. We will ask for one or more forms of identification to enable us to verify your identity. These requirements apply even if you are an existing customer and want to open a different account with us.

## **ALL FINANCIAL INSTITUTIONS IN THE UNITED STATES ARE REQUIRED TO FOLLOW IDENTITY PROCEDURES**

After 9/11/01, Congress enacted a law called the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act." The Act has numerous provisions including rules for identifying and verifying customer identity. These rules restrict the ways in which terrorists and others can use our country's financial system for improper purposes.

The requirements are intended to ensure that all financial institutions use extreme diligence to identify those with whom they do business. It is expected that, as identification and verification standards are uniformly raised, it will help prevent those with false or undocumented identities from entering the banking system. The government will find it easier to identify and track those who enter the banking system to use it for illegal activities.

There is a big benefit for you, our customers: protection from identity theft. In identity theft, someone pretends to be you and, if not detected, can attempt to withdraw funds from your accounts, borrow against your name, and perhaps ruin your reputation and credit rating.

Even if the person is caught and you can prove that you were not responsible for any of these actions, clearing your name can take a lot of time. By carefully verifying the identities of all those who use our products and services, we reduce the risk that someone will be stealing your identity. So when we ask you for your IDs and request information, it is to be sure that we are really dealing with you.

## **WHAT INFORMATION WILL BE REQUESTED?**

Under the uniform minimum standards, for every account holder and authorized signer, we are required to at least obtain minimum information as specified in the regulation. The exact information may vary depending on factors such as whether the customer is a U.S. person and whether the customer is a person or a legal entity such as a corporation. However, we will be collecting information such as: name, address, mailing address (if different), date of birth, taxpayer ID.

In addition, we must undertake steps as appropriate under the circumstances to verify identity information that is provided by our customers. The means of verification are varied and may include the use of credit reports and similar information sources.

## **YOUR PRIVACY IS PROTECTED!**

There is a federal right to financial privacy that protects you from unwarranted intrusion by federal agencies, as well as another law that protects consumers from having nonpublic financial information shared outside our bank without your approval. The changes made by the USA PATRIOT Act deal more with the bank knowing your true identity as a customer. A standard is set for asking about, verifying, and documenting the identity of customers.

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## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not 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 fund 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 a 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 fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, statement savings or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases 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 insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings and money market accounts.

**Investors Telephone Banking - types of transfers** - You may access your account(s) by telephone 24 hours a day at 1-888-444-4466 using your personal identification number, a touch tone phone and your account numbers, to:

- transfer funds between checking, statement savings or money market accounts
- make payments from checking, statement savings or money market accounts to loan accounts with us
- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM Card and personal identification number or Visa® Debit Card and personal identification number, to:

- make deposits to checking, statement savings or money market account(s)
- get cash withdrawals from checking, statement savings or money market account(s)
  - you may withdraw no more than \$610.00 per card per day
- transfer funds from statement savings or money market to checking account(s)
- transfer funds from checking to statement savings or money market account(s)
- check the balance of your checking, statement savings or money market account(s)

Some of these services may not be available at all terminals. Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Visa Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,000.00 in Point-of-Sale transactions per card per day

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** When you use your Visa® Debit 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.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. 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.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network for which such transactions are enabled is: Accel™ Network (© 2013 Fiserv, Inc. or its affiliates. Accel and the Accel logo are trademarks of Fiserv, Inc.).

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa® Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Investors On-Line Banking Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.investorsbank.com](http://www.investorsbank.com) and using your user identification and password, to:

- transfer funds between checking, statement savings or money market accounts;
- make payments from checking, statement savings or money market accounts to loan account(s) with us;
- make payments from checking or money market accounts to third parties (Bill Payment);
- make "person-to-person" transfers; Person-to-Person transfers are intended to send money to friends, family and other individuals you trust. You should not use this service to send money to recipients with whom you are not familiar;
- make external transfers from checking or money market accounts to your account(s) at other financial institutions;.

- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone at [www.investorsbank.com](http://www.investorsbank.com), or by the downloadable mobile banking app, and using your user identification and password, to:

- transfer funds between checking, statement savings or money market accounts;
- make payments from checking, statement savings or money market accounts to loan account(s) with us;
- make payments from checking or money market accounts to third parties (Bill Payment)
  - Bill Payment must first be set up through On-Line Banking;
- make “person-to-person” transfers; Person-to-Person transfers are intended to send money to friends, family and other individuals you trust. You should not use this service to send money to recipients with whom you are not familiar;
- make external transfers from checking or money market accounts to your account(s) at other financial institutions;
- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

With SMS (text banking), you may also:

- get information about:
  - the account balance of checking, savings or money market accounts
  - deposits to checking, savings or money market accounts
  - withdrawals from checking, savings or money market accounts

Text banking must first be set up through On-Line Banking.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from an Investors savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to six per monthly statement cycle.
- For security reasons, there are other limits on the number of transfers you can make by ATM.
- For security reasons, there are other limits on the number of transfers you can make by debit card.

## FEES

We do not charge for direct deposits to any type of account.

We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for 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).

## DOCUMENTATION

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. 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, you can call us at 1-855-iBank4U (422-6548) or use Investors Telephone Banking at 1-888-444-4466 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 accounts.

**For passbook accounts**, the only possible electronic transfers to your account are preauthorized credits. We do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

## PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so.** A stop payment must be received by us in time to allow us a reasonable opportunity to act on it and for recurring payments we require at least 3 business days notice before the scheduled date of transfer in order to be effective.

Here is how: Call or write us at the telephone number or address listed in this disclosure to place a stop payment. If you call, you must put your request in writing and get it to us within 14 calendar days after you call.

A stop payment order will remain in effect until the earlier of: (a) the withdrawal of the stop payment order by the receiver; or (b) the return of the debit entry, or, where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts.** If these regular payments will vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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) if you give us written permission; or
- (5) as allowed by law providing for the release of account information pertaining to actual or suspected illegal activities.

## UNAUTHORIZED TRANSFERS

### (a) 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 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 ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) 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 disclosure 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 disclosure, 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 (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 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 (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 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.

INVESTORS BANK  
ATM DEPARTMENT  
101 WOOD AVENUE S.  
ISELIN, NJ 08830

Business Days: Monday through Friday, Excluding Federal Holidays  
Phone: 1-855-iBank4U (422-6548)

**If your ATM or Visa Debit Card is lost or stolen, call the following number within two (2) business days to report the incident: 1-855-iBank4U (422-6548).**

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. 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.
2. 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.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM/VISA Debit Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM/VISA Debit 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.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/VISA Debit Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM/VISA Debit 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.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to 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.
11. 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.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.

13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. 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.
15. We want ATM and night deposit facilities to be safe and convenient for you. The activity of an ATM facility may be recorded by a surveillance camera. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or if there is any damage to a facility. Please call local law enforcement to report any suspicious activity or crimes or if emergency assistance is needed. Direct complaints concerning ATM security to us at the number listed in this disclosure. If the facility is located in New Jersey, you may call the Department of Banking at (609) 292-7272. If the facility is located in New York, you may call the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

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## FUNDS AVAILABILITY POLICY

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.

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 on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. 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 as detailed below, 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an Investors Bank ATM before 8:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an Investors Bank ATM after 8:00 p.m. 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 the following deposits will be available on the day we receive the deposit:

- Electronic direct deposits.
- Wire transfers.
- Cash (if presented in person).

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

- US Treasury checks that are payable to you.
- Checks drawn on Investors Bank.

The following items, if you make the deposit in person to one of our employees, are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, that 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 on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 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.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Longer Delays May Apply** - Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months; or
- 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. If you deposit checks totaling more than \$50,000 on any one day, funds will generally be available no later than the fourth business day after the day of your deposit.

**Special Rules for New Accounts** - If you are a new customer, the following special rules will apply during the first 30 days your account is open.

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of 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 fifth 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 fifth business day after the day of your deposit.

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## SUBSTITUTE CHECKS AND YOUR RIGHTS

So you will recognize substitute checks when you receive them, we have included a sample copy of the front side of a substitute check along with an explanation of the substitute check's components.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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

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

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Investors Bank  
Attn: Deposit Operations  
101 Wood Avenue S.  
Iselin, NJ 08830  
1-855-iBank4U (422-6548)

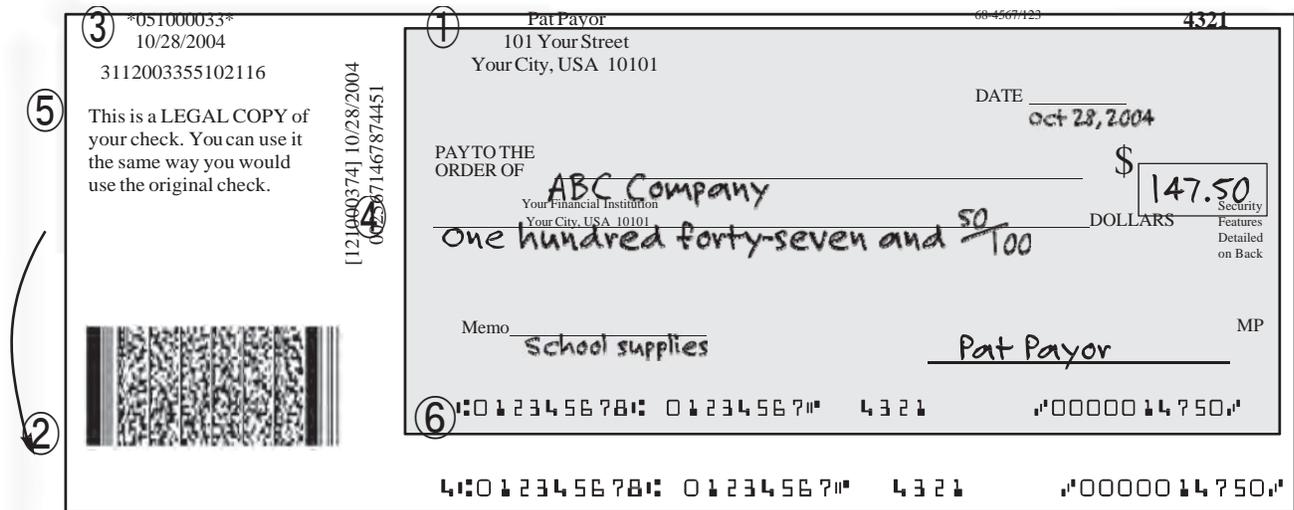
You must contact us within 40 calendar days of the date that we mailed or otherwise delivered the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

### 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.



These numbers correspond with the numbers on the Substitute Check Image:

- 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 check image) relates to the “truncating 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 that 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 that it is processed as though it were the original.

# FACTS

## WHAT DOES INVESTORS DO WITH YOUR PERSONAL INFORMATION?

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

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

- Social Security number
- Income
- Account balances
- Payment history
- Transaction history
- Credit history

**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 Investors chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Investors share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus You consent to the transmission, transfer or processing of any identifying information you provide us in any manner to, or through, any country in the world, as we deem necessary or appropriate (including to countries outside the European Economic Area), and by using and providing identifying information to us you agree to such transfers.	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

**To limit our sharing**

- Call Toll-free 855-422-6548 - our menu will prompt you through your choice(s)
- Mail the enclosed form

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we provided this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.  
However, you can contact us at any time to limit our sharing.

**Questions?** Call 855-422-6548 or go to [www.investorsbank.com](http://www.investorsbank.com)

**Mail To:** Investors Bank - Attn: Deposit Operations  
101 Wood Ave. South  
Iselin, NJ 08830

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Mail-in Form	
<b>Mark any/all you want to limit:</b>	
<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.	
<b>Name</b>	
<b>Address</b>	
<b>City, State, ZIP</b>	
<b>Account #</b>	

<b>Who We Are</b>	
<b>Who is providing this notice?</b>	Investors means Investors Bank and its affiliates
<b>What We Do</b>	
<b>How does Investors protect my personal information?</b>	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. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
<b>How does Investors collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Pay your bills</li> <li>● Use your credit or debit card</li> <li>● Deposit money</li> <li>● Apply for a loan</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● Our affiliates include: Financial companies such as: Investors Financial</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Investors does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include insurance, financial, and credit card service providers.</i></li> </ul>
<b>Other Important Information</b>	
<b>California Residents</b>	Except as permitted by law, we will not share information we collect about you with nonaffiliates or joint marketing partners while you are a resident of California.
<b>Vermont Residents</b>	We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Find additional information about our privacy policies at <a href="http://myinvestorsbank.com/privacy">myinvestorsbank.com/privacy</a> or by calling 1-855-422-6548.
<b>Nevada Residents</b>	We are providing this notice pursuant to state law. You may elect to be placed on our internal do-not-call list by calling 1-855-422-6548. You may obtain further information by contacting us at Investors Bank, 101 JFK Parkway, Short Hills, New Jersey 07078. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 100 N. Carson, Carson City, Nevada 89701; phone number: 702-486-3132, <a href="http://ag.nv.gov">http://ag.nv.gov</a>