



**Personal Deposit Account Agreement  
and  
Schedule of Fees**

**Effective: October 1, 2018**

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## Agreement for Your Account

Welcome and thank you for selecting Axos Bank® for your banking needs.

This Disclosure and Agreements (“Agreement”) explains important terms and conditions which govern your account(s) with us. This agreement governs personal Deposit Accounts identified in this Agreement at Axos Bank (the “Bank”). By opening or maintaining a checking, savings or certificate of deposit (CD) account with us, you accept and agree to be bound by the terms and conditions of this Agreement.

This Agreement is periodically revised and always available electronically for your reference at [www.axosbank.com](http://www.axosbank.com). Please read this Agreement carefully and keep it with your banking records for future reference.

This disclosure describes the terms, services and the interest calculation with respect to the Deposit Accounts opened through the Bank's Website. This Agreement includes the following disclosures applicable to the Bank's personal deposit accounts that the Bank has provided to you (1) Account features, (2) Privacy Policy, (3) Electronic Funds Transfer Services, (4) Online Banking and Bill Payment Services (5) Funds Availability Policy, (6) Substitute Checks and Your Rights, and (7) any additional disclosures regarding your account(s) that the Bank will provide to you. Fees mentioned throughout this agreement can be found in the [Schedule of Fees herein](#) and on the Bank's website.

### Account Funding

You agree to fund your account within 30 days of account opening, or we may close the account.

### Changes to This Agreement

We may change this Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you.

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

### Closing an Account

You agree to notify us of your intention to close your Deposit Account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the account could affect your receipt of Financial Services. After a Deposit Account is closed, we have no obligation to accept deposits or pay any outstanding items or other debits, but we may do so at our option. You agree to hold us harmless for refusing to honor any check, item or other debit on a closed account.

For security reasons, we may close your Deposit Account and require you to open a new account if there is a change in authorized signers, there has been a forgery or fraud reported or committed involving your Deposit Account, any Deposit Account checks are lost or stolen, you have too many transfers from a Deposit Account that has transaction limitations, or you have violated any other provision of an agreement you have with us. If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.

The Bank reserves the right to close your account for any reason or without cause. We need not advise you of the reason for taking this action. The Bank need not give advance notice of any closure. After an account is closed, we have no obligation to accept deposits or pay any outstanding items or other debits, but we may do so at our option. If your account is closed by the Bank, it may issue a single Cashier's Check for the account balance payable to accountholder and may mail or deliver that check to the accountholder, subject to any right the Bank may have under any agreement covering the account or the Bank's right of setoff.

### Compliance with Laws and Regulations

When you do business with us, you agree to all applicable laws, regulations or ordinances, and orders of governmental and governing authorities, including federal and state privacy laws and anti-money laundering laws. You agree not to use your account or services for any unlawful purpose, including unlawful internet gambling.

### Financial Information

You agree to provide us accurate and complete financial and other information we request in connection with a Deposit Account or Overdraft Account and the Banking Documents. Information concerning a Deposit Account or Overdraft Account may be reported to credit reporting agencies and will be made available when requested by proper legal process.

### General Use of Credit File Information

You certify as to the accuracy of the information you provide to us and authorize Axos Bank's affiliated consumer reporting agency/agencies to access your credit file to facilitate the processing of your application for Axos Bank financial products and to authenticate your identity for legal and regulatory compliance purposes. You understand that you may be asked questions based on the information in your credit file as part of this process. You also understand that Axos Bank may review your credit history and past banking relationships.

### Governing Law

This Agreement is governed by federal laws and, when applicable, the laws of the State of California.

### Information You Give Us

When you open an account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We will rely on that information until you notify us of a change and we have a reasonable time to act on the new information.

### Personal Information at Account Opening

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each person or business that opens an account. When you apply for a personal account, we will ask for your legal name, residential address, date of birth and Social Security Number (SSN). We will require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded. When you apply for a business account, we will ask for your business name, address, and Tax Identification Number (TIN). We will also ask for your name, residential address, date of birth and social security number, which will allow us to verify your identity. We may validate the information you provide to us to ensure we have a reasonable belief of your identity and your business. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

### Service Charges

You agree to pay the charges as shown on the Schedule of Fees herein. As these charges are incurred, we will deduct the charges directly from the Deposit Account balance. We will not be liable for dishonor of your items or other debits resulting from our deduction of any charges as authorized by the Banking Documents.

### Statements

You will be able to review transactions, including images of the front and back of checks or other instruments drawn on your checking account daily through the Website. You should review your transaction history daily to protect your rights, including your right to dispute transactions that you believe are unauthorized. Daily transactions accumulate for a period of one month. You must review and verify your account transactions as if your transaction history shown on the website was a traditional periodic statement. The Bank hereby disclaims any responsibility for items and/or transactions debited from your account unless you notify us within 60 days of its posting on the Website.

**Check Safekeeping.** Copies of your checks and other Items paid from your Deposit Account will be held by us instead of returned to you. An image of the front and back of the checks you write and are presented for payment will be deemed to be made available to you no later than the day after the items are presented to us for payment. We will keep the image copies of the front and back for seven (7) years. We will provide copies of Items upon written or e-mail request. We will assess a fee for providing such copies. See Schedule of Fees located herein.

**Bank's Duty of Care.** In accordance with reasonable banking standards, most checks and other Items presented to us for payment are processed through automated processing and, except in limited circumstances and subject to such reasonable sampling procedures as we establish at our discretion, most Items are not individually examined to verify your signature or that the Item is otherwise properly payable. You agree that we act within reasonable banking standards by processing most checks and other Items through automated processing systems.

### Telephone Calls: Calling, Monitoring and Recording

For our mutual protection, and to enable us to provide better service to you, we may monitor and/or tape-record any of our telephone conversations.

### E- Sign Disclosure and Consent

When applying for a Deposit Account or Loan with Axos Bank, also known as UFB Direct, you will be asked to give your consent for the Bank to provide disclosures, communications and information to you electronically rather than paper form and agree to sign documents electronically, and we will accept your electronic signature as though it were your handwritten signature.

This eSign Disclosure and Consent (the "Consent") provides the person(s) giving his/her consent below ("you" and "your") with information relating to your electronic receipt of disclosures and notices (collectively, the "Disclosures") in connection with your loan transaction (the "Loan") pending with the Bank ("we", "us" and "our"); or your new Deposit Account. By providing your



consent, you agree that we may send you any and all Disclosures (which are described below) relating to the Loan in an electronic form. We will sometimes use the words "Electronic Records" as a short way to refer to the communications and information that we may provide electronically. Before you decide whether or not you wish to give your consent to receiving Electronic Records, you should read and consider the following information.

If you agree to provide your consent, click the "I Agree" button at the bottom of the online acknowledgement. The statement contains important information that we are required by law to provide to you. You should keep a copy for your records. For your convenience, this statement is written in a "Question and Answer" format. If you have any questions about Electronic Records that are not answered, you can contact us as follows:

Send us an e-mail at [customerservice@axosbank.com](mailto:customerservice@axosbank.com)  
Call us toll free at 1-844-773-0647 for loan questions  
or 1-877-247-8002 for Deposit Account questions or write to us at:

**Axos Bank**  
Corporate Headquarters  
4350 La Jolla Village Drive, Suite 140 San Diego, CA 92122

[Types of Disclosures and Notices that will be provided in Electronic Form.](#) The Disclosures may include, without limitation, disclosures and notices under the Federal Equal Credit Opportunity Act and Federal Reserve Regulation B, the Federal Truth-in-Lending Act and Federal Reserve Regulation Z, the Federal Fair Credit Reporting Act, the Federal Electronic Fund Transfer Act and Federal Reserve Regulation E, , the Federal USA PATRIOT Act of 2001 and Title V of the Federal Gramm-Leach-Bliley Act, together with all rules and regulations that implement the same, as well as all other applicable federal, state and local laws, rules, regulations and ordinances. The Disclosures also include any other information, agreements, disclosures and notices that we wish to provide you in connection with the Loan in an electronic form, even if the information, agreements, disclosures and notices are not required by these laws, rules, regulations or ordinances.

For Online Banking Services the Disclosures may include your periodic Account Statement (As part of the monthly account statement, you will receive information about your account), other periodic or special notices (such as hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you and Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

[Your Right To Receive Paper Copies of the Disclosures.](#) You are not required to provide your Consent in order to submit an application for the Loan. If you prefer not to provide your Consent, all of the Disclosures will be provided to you in a paper form. If you decide to provide your Consent, you should also print all disclosures and legal documents.

[Your Right To Withdraw Your Consent.](#) You have the right to withdraw your Consent at any time. You will not be charged any fees as a result of the withdrawal of your Consent. If you withdraw your Consent, any Disclosures provided to you after the effective date of the withdrawal will be provided in paper form. You may also receive paper copies of any Disclosures that were previously provided to you electronically as described in Section 8 below.

[Scope of Your Consent.](#) Your Consent applies only to your electronic receipt of Disclosures and legal documents in connection with the origination, closing and servicing of the Loan or deposit account. Your Consent does not apply to other transactions that you may wish to enter into with us.

[To Withdraw your Consent](#) all you need to do is contact us using one of the Contacts described above.

[What records will you provide to me electronically?](#) If you consent, you will receive electronic records that relate to our online banking services. These will include the following types of documents:

- Your monthly account statement, if applicable. (As part of the monthly account statement, you will receive information about your account).
- Other periodic or special notices (error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you.
- Privacy notices and disclosures. (These notices provide you with information about our privacy practices and policies).

[Do I have an option to regularly receive these records in non-electronic form?](#) After you provide your Consent, you may receive, without charge, a paper copy of any Disclosures that have been provided to you electronically by contacting us using one of the Contacts described above. The Bank's Online Banking Service has been designed and built to provide records to you in electronic form. To put it another way, the system is an electronic banking system and it does not have a paper-based alternative.



[Can I get a copy of the records in non-electronic form if a special need arises?](#) At your request, we can prepare a paper-based version of any of the electronic records you receive, for up to five years after the date it was created. If you want us to prepare a paper-based copy, you can request it by contacting us. Please refer to the Schedule of Fees herein for any costs associated with this service.

[If I consent to electronic records now, and change my mind, what can I do and what are the consequences?](#) You can change your mind, and withdraw your consent, at any time, and provide notification to us at the contact information above requesting paper statements and documents be provided to you. However, remember that the Online Banking Service does not support paper-based communications. So the consequence to you, if you withdraw your consent to electronic records, is that your access to and your ability to use the Online Banking Service will end.

[Change of your designated E-Mail Address.](#) If you change your designated e-mail address, you must notify the Bank to ensure continued delivery of electronic records.

[Are there any hardware or software requirements for me to access or retain the electronic records?](#) You will need a computer with sufficient memory to store electronic records, and with a working connection to the Internet. You will need a minimum web-browser version of Internet Explorer 8.0 (or higher version), Firefox 4.0 (or higher version), Safari 6.0 (or higher version), Chrome, with e-mail capability. Your browser will need to have a minimum of 128-bit encryption capabilities. You are responsible for configuring your system to accommodate these requirements. Finally, you will need a printer if you want to print copies of electronic records.

If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect we will let you know about the change and let you know what the new requirements are.

We will notify you by e-mail, and at that time you will be allowed to choose whether you still want to give us your consent to receive communications or information by electronic records. If not, you will be allowed to withdraw your consent at that time, without any fee or charge by us.

However, if you withdraw your consent, you may not be able to access the Online Banking Services without upgraded hardware or software. Then, your ability to use the Online Banking Service could also end (as described above, under "If I consent to electronic records now, and change my mind, what can I do and what are the consequences?").

[How will the electronic records be provided to me?](#) All Disclosures are available on the Bank's Website and can be accessed by clicking on the "Disclosures" tab. Other periodic or special notices will be sent to you by e-mail, unless they contain confidential account information at which time they will be sent by secure email through the online banking service on our Website. Your monthly account statements, if applicable, contain confidential information, so they will be stored for you to access (print or review) on the online banking service on our Website, at [www.axosbank.com](http://www.axosbank.com) and will be available to you, for at least 2 years following the date it is first posted.

To access your monthly statements and any notices sent by secure email, you will need to sign-in to the online banking service of the Bank's Website.

[Are there other special requirements for electronic records?](#) You must provide us with your current e-mail address, and keep it current with us at all times. Otherwise, you may not receive electronic records in a timely manner. If you download or print any confidential materials, such as your monthly statements, be sure that, you store them in a secure environment.

## **Privacy Policy**

We recognize, respect and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. We are committed to providing the highest level of security and privacy regarding the collection and use of our customers' personal information, as well as the personal information of all consumers who visit our institution.

The following Privacy Policy explains how we use and protect the information about our customers. We ask that you read it carefully. [Privacy Policy](#)

## **General Banking Information and Terms**

### **Accepting Deposits**

You authorize us to accept items for deposit to your deposit account if they are made payable to you. You also authorize us to deposit to your account wire transfers and other forms of credit (such as direct deposits or other automated clearinghouse entries) received for your benefit.

### Account Ownership

The bank may rely solely on its records to determine the form of ownership of your account. The bank may presume that any person named in addition to you in its records for your account owns the funds in your account as a co-owner. Account ownership is non transferrable.

### ACH New Account Funding

ACH Funding will be posted upon final credit from the external bank; typically, 2 - 3 business days after the new account is opened.

### Annual Percentage Yield (APY)

APY is the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period (366-day period in a leap year), and is expressed as a percentage.

### Available Balance

Available Balance is the amount of funds available for withdrawal and authorizing transactions. Your Available Balance may be different than your ledger Balance or Collected Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our funds availability policy; 3) our receipt of notice that a transaction will be presented or returned; 4) our receipt of legal process relating to your account; or 5) your use of your account as a security for a loan.

### Average Daily Balance

Average daily balance is determined by taking the end-of-day balance in the account for each day in the statement period, add those balances together, and then divide by the number of days in the statement period.

### Business Days

Our Business Days are Monday through Friday, excluding federal holidays.

### Cash Deposits

Please do not send cash deposits. In the event that cash deposits are received by the Bank, you agree that the Bank's determination of the amount of the deposit will be conclusive. The Bank is not liable for any deposits, including cash, lost in the mail.

### Check Forms and Special Conditions

We require you to use a check printer that meets technical standards for checks that are acceptable to us and the Federal Reserve Bank System. We reserve the right to disregard any information on the check other than the drawer's signature, the payee, the amount, any magnetically-encoded information at the bottom of the check, and endorsements on the reverse side of the check unless we have previously agreed to do so in writing. For example, we will not be liable for any damages because we pay an Item which contained any conditional statement or restriction such as "Void after 90 days", "Void over \$100", "Payment in Full", or "Two Signatures Required". We will adhere to such conditional statements only if you notify us of the statements before the Item is presented and we have specifically agreed in writing to honor such conditional payment restrictions. If an Item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the Item, you will be responsible for any cost and liabilities associated with such return or delay.

### Collected Balance

Collected Balance is the Ledger Balance minus the amount of any deposited checks for which we have not received provisional credit from the bank of account. Your Collected Balance may be different than your Available Balance.

### Converting Checks to Electronic Debits

Some businesses convert checks that you give them into electronic debits, sometimes referred to as an electronic check. When we receive the electronic debit, we charge your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account.

### Death or Incompetence

You agree to notify us promptly if any owner or authorized signor on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis. If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or competency prior to honoring such instructions.

When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the

successor. If a deposit including salary, pension, Social Security and Supplemental Security Income (SSI) – payable to deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

#### Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person(s) identified as the drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such check or draft was not authorized by the persons on whose account it was drawn on

#### Endorsements

You authorize us to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them. You warrant that all endorsements on items deposited to your account are genuine. Endorsements must be placed only in the area so designated on the back of an Item.

#### Facsimile Signatures

If you use any form of facsimile signature in connection with the Deposit Account, you agree to deliver a sample to us before you begin using it, and to execute and deliver agreements in a form we require. When you use a facsimile signature or other form of automated signature device in connection with the Deposit Account, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent, except as may be required by law. You agree that no facsimile signature we have been authorized to honor may be considered a forgery or an unauthorized signature, and that such facsimile or automated signature shall be effective as your signature or endorsement, whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorneys' fees) you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or automated signature or the device by which it is affixed.

#### Foreign Items and Foreign Currency

A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars.

#### "Freezing" Your Account

If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we may receive after we freeze your account without being liable to you. If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without liability to you, until such time we can complete our investigation of the account and transactions. If we do freeze the funds in your account, we will provide you with a notice. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or the owner of the funds in the account.

#### Ledger Balance

Ledger Balance is the aggregate amount of funds in an account according to our records, and includes electronic credits and all cash and check deposits, even if we have not yet received credit for some or all of the deposited checks from the bank of account. Your Ledger Balance may be different than your Available Balance or Collected Balance.

#### Legal Process

Legal process includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff.

#### Limit on Number of Accounts

The Bank reserves the right to limit the number of account types per account holder or per household. The term "household" refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.

#### Overdrafts

If any Item or other debit presented to us will overdraw the available account balance, including any balance in an overdraft protection account ("ODP Account") we have established for you, we will charge you a fee, whether we pay the Item or dishonor it. You agree immediately upon notice from us to deposit funds sufficient to cover the overdraft plus applicable charges. In connection with overdrafts, our determination of the Deposit Account balance may be made at any time between presentment and our predetermined deadline, and need only be made one time. If we pay Items or permit withdrawals which

overdraw the available Deposit Account balance (whether once or repeatedly), we do so at our discretion without any obligation to continue to do so.

#### Our Receipt of Deposits

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your designated deposit account conditionally, and only if the item is payable in U.S. dollars, subject to our receipt of final payment. If final payment is not received on any item you deposited to your account or that we cashed for you, or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to your account is dishonored by the issuing financial institution for any reason, you agree to pay us the amount of the dishonored deposited funds, and you authorize us to debit any deposit account with us of which you are an owner, without prior notice and at any time, for the amount of the returned item or other deposit. You also authorize us to debit your account for the amount of our returned item fee, any interest paid on the deposit, and any other fee we pay or loss we incur. We may also use any other legal remedy to recover the amount you owe us. We are not responsible for any transactions, including any transactions sent through the mail, until we actually receive and post the transaction to your account. We are not liable for the default or negligence of our duly selected agents or correspondents, nor for losses in transit.

#### Payable on Death (POD) Designation

You may designate to whom you wish funds in your account to be payable in the event of your death, subject to the following terms and conditions:

- Accounts held in the names of two or more persons (Account Owners) will become payable to the designated Payable on Death beneficiary or beneficiaries only upon the death of all account Owners.
- Where there is more than one beneficiary, the funds in your account will be paid equally to each of the beneficiaries.
- The share of any beneficiary who predeceases the account Owner(s) will be paid to the remaining beneficiary or beneficiaries, if there are any.
- You may change your designated beneficiary or beneficiaries at any time by submitting a request.

Payment made in accordance with provisions of your Payable on Death designation will discharge the Bank from liability for funds so paid, unless prior to payment the Bank has been served with a court order or other appropriate legal process restraining payment.

#### Post-Dated Checks

We agree not to pay an Item that you have postdated before the date shown on the Item only if we receive reasonable advance written notice from you before the Item is presented, and you follow the procedures for and pay the fees associated with a Stop Payment Order. Your notice to us must specify the payee, date, amount, and Item number and the fact that you have postdated it. Notices regarding postdated Items are effective only for six (6) months from the date of the Stop Payment Order, and must be renewed to continue to be effective beyond that time. You agree that we may return a postdated Item to the presenter before the date shown on the Item without liability for wrongful dishonor. We may pay or dishonor a check more than six (6) months old without prior notice to you.

#### Powers Of Attorney

An account owner granting a power of attorney over a Deposit Account is called the "Principal", and the person acting for the Principal is called the attorney-in-fact, or "Agent". We may refuse to accept a power of attorney for any reason, and we will require verification through direct contact with the Principal and the Principal's legal counsel. We may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Agent is responsible to us if any information in an affidavit furnished to us is untrue or materially misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal or any other account owner dies or is declared incompetent. Upon death or declared incompetence of the Principal, the Agent's power of attorney ceases.

#### Reclassification of Deposit Accounts

Under federal law, we are required to classify our deposits a certain way for regulatory reporting purposes. The following disclosure explains a change we may make to your Account that, ultimately, has no effect on your Account. We are simply changing the way we report deposit accounts to the government. The change to your Checking Account will not affect your available balance, interest earnings, FDIC insurance, or bank statement. The Account will consist of a checking sub-account and a savings sub-account, and 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 checking sub-account. If your Account is a plan on which interest is paid, your interest calculations remain the same. Otherwise, the savings sub-account will be governed by the rules governing our other savings accounts. This change will be transparent to you and will not affect your statement, any terms and conditions of your account, or any other items in your account.

#### Setoff

You agree that we have the right (without prior notice and when permitted by law) to set-off the funds in a Deposit Account against any amount due and payable to us by you. This right of set-off does not apply to your Deposit Account to the extent restricted or prohibited by law or contract.

### Stale-Dated Checks

We may choose to pay or not to pay, or accept for deposit, any check presented more than 6 months after the date written on the check unless there is a valid stop payment order in effect. We are not responsible for any liability you may incur as a result of our decision to pay, not to pay or accept for deposit such an item.

### Stop Payment Request

To place a stop payment order on a check or other Item ("Stop Payment Order"), you can use the Website after you login, or write to Customer Service, 4350 La Jolla Village Drive, Suite 140, San Diego, CA 92122. If you use the Website, you must fully complete the Stop Payment Request or the ACH Stop Payment Request Order form. If you use any other method to place the Stop Payment Order, your communication must include the exact amount of the check or other Item, the number of the check, your Deposit Account number, and the name of the payee. We cannot be responsible for the consequences of paying an Item if it is not described with reasonable certainty, or if we are not given reasonable time to place the stop payment. Our acceptance of a Stop Payment Order does not constitute a representation that the Item has not already been paid or that we have a reasonable opportunity to act upon the order. We require written or Website confirmation prior to accepting a Stop Payment Order.

Written Stop Payment Orders, and stop payments entered online, are effective for six (6) months and must be renewed by you to continue to be effective after that time. There is a charge for each Stop Payment Order request and for each renewal. You agree to hold us harmless from all liability because we refuse to pay an Item subject to your Stop Payment Order. If we re-credit your Deposit Account after paying an Item over a valid and timely Stop Payment Order, you agree to sign a statement describing the dispute you have with the payee, to transfer to us all of your rights against the payee or other holder of the Item, and to assist us in any attempt we make to recover the funds from that person.

Duration of Order. Written Stop Payment Orders, and stop payments entered online, are effective for six (6) months and must be renewed by you to continue to be effective after that time. There is a charge for each Stop Payment Order request and for each renewal.

Hold Harmless. You agree to hold us harmless from all liability because we refuse to pay an Item subject to your Stop Payment Order. If we re-credit your Deposit Account after paying an Item over a valid and timely Stop Payment Order, you agree to sign a statement describing the dispute you have with the payee, to transfer to us all of your rights against the payee or other holder of the Item, and to assist us in any attempt we make to recover the funds from that person.

Unsigned Drafts. If you voluntarily give information about your Deposit Account (such as our routing and transit number and your account number) to a person who is seeking to sell you goods or services or collect a debt, we may consider any resulting debit as authorized by you, even if you did not physically deliver a check to the person or personally sign the instrument, unless you notify us to the contrary in accordance with our rules on Stop Payment Orders. If we receive pre-notification of a transaction, we will make a reasonable attempt to notify you of the pending transaction.

Cashier's Checks, We will accept a stop payment order for a Cashier's Check only if it has been lost, stolen or destroyed. We will not issue a replacement check sooner than 90 days after the issue date of the Cashier's Check.

### Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may receive an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check, instead of the original item. We may act upon presentation of an IRD, indemnified copy, substitute check or image of your check, and pay these items against your account, just as if the original item had been presented.

### Unclaimed Property – Accounts Presumed Inactive or Abandoned

We define inactive as no customer initiated activity, other than interest posting, and no contact between the customer and the Bank for a minimum period of 24 months. If your account is dormant, the Bank may hold all statements on your account, but the Bank's normal maintenance, *service* and other fees will continue to be assessed except where prohibited and ATM and POS access may be blocked. Each state has laws that govern when accounts are considered "abandoned" and when we are required to send a customer's funds to the state. This definition may not be consistent with the laws of your state; however, in accordance with California State law, if an account remains in an inactive status for three years, the funds are considered abandoned. We will send you a letter if it's possible that your account is at risk of being transferred to the state. Dormant accounts (if interest bearing) will continue to earn interest, and will be subject to such service charges as may be shown on the Schedule of Fees herein. We will attempt to notify owners of inactive accounts with an e-mail notice to review their account and to communicate with us about it. We will surrender the funds in your inactive account to the state of your last known address on file at the Bank if the account remains inactive for the time period designated by that state. Accounts with a foreign address on file will be surrendered to the state of California. Once the account is turned over to the state, you may reclaim the funds by presenting adequate proof of ownership to the appropriate state. We will have no further liability to you for such funds. When the funds in your account are delivered to the state, your account is closed, and no interest accrues. We encourage you to make sure your accounts remain active so you have full use of your accounts, and avoid the potential of having your account funds transferred to the state as "abandoned or unclaimed property".



## Checking and Savings Accounts - Truth in Savings Disclosure

From time to time, we may offer you or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. This disclosure describes the terms, services and the interest calculation with respect to the Deposit Accounts opened through the Bank's Website. All Checking and Savings accounts are variable accounts and these rates are subject to change without notice. This Truth in Savings disclosure refers to the Schedule of Fees herein.

### Interest

If your account earns Interest, the following information applies unless otherwise specified in the description for your account type:

#### Rate Information:

- The interest rate and corresponding APY for savings and money market accounts are variable and are set at our discretion.
- Your interest rate and annual percentage yield may change.
- Fees may reduce earnings.
- At our discretion, we may change the interest rate on your account.
- We may change the interest rate on your account at any time.
- Interest rates and APYs for different balance ranges are listed on the Bank's website.
- We reserve the right to change balance ranges or apply the same interest rate to more than one range.

Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting: Interest is compounded daily and calculated on a 365/366 day basis. Interest is credited on a monthly basis. If your account is closed before interest is credited, your accrued uncredited interest will be forfeited. If your account is at zero at the end of your statement cycle, we reserve the right to close your account, in which case your accrued uncredited interest for that cycle will be forfeited.

Accrual of Interest on Noncash Deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### Limitations on Withdrawals

Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal or payments from an interest-bearing account or from any other savings account as defined by Regulation D. Although we usually pay withdrawals or checks without prior notice on these accounts, doing so does not mean that we give up that right. We also may refuse to allow any withdrawals without the Bank creating liability to you, if we have a concern that one or more transactions on your account may have been unauthorized or fraudulent, if there is a dispute concerning the Deposit Account that makes us uncertain regarding the instructions that have been given, the Deposit Account is garnished or attached, the Deposit Account has been pledged to the Bank as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you have failed to repay an obligation to us on time. Federal regulations also limit certain types of withdrawals or transfers from your savings or money market account to a total maximum of:

- Six (6) per calendar month for savings accounts
- Six (6) per monthly statement cycle (the period from one statement to the next) for money market accounts

If you exceed the transfer limits on more than an occasional basis, we may convert your account to one not subject to transfer limitations or close your account. If we close or convert your account, you will receive a separate communication from us informing you of our actions.

In addition, each time a transfer is paid against your account in excess of those allowed by federal regulation, you will be assessed an "Excess Transaction or Withdrawal Fee". See Schedule of Fees herein. We count checks for the purposes of transaction limitations as of the date we post them to your account (not as of the date you write them).

Limited Transactions (Maximum combined total of six (6) per month or monthly statement cycle, (subject to Available Balance)

- Checks
- ATM/Debit Card purchases or payments

- Preauthorized transfers to another deposit account at the Bank
- Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
- Telephone transfers
- Telephone or online bill payments
- Online withdrawal transfers

#### Unlimited Transactions

- Deposits
- ATM Cash withdrawals and transfers (subject to Available Balance)
- Withdrawals or transfers made in person or by messenger, or by mail at Axos Bank (subject to Available Balance)
- Preauthorized transfers to repay your Axos Bank loan (subject to Available Balance)

### **REFER TO THE ACCOUNT DESCRIPTION FOR YOUR ACCOUNT TYPE BELOW FOR ADDITIONAL IMPORTANT INFORMATION REGARDING YOUR ACCOUNT.**

#### Cashback Checking

##### Account Features:

- Interest-bearing account
- Earn up to 1.00% cash back on signature-based transaction purchases.
- Earn up to \$2,000.00 per month in cash back on your signature-based transactions.
- Unlimited Domestic ATM Fees Reimbursed
- Unlimited check writing
- No annual fee
- Receive free starter kit of checks (if ordered at account opening)
- Maintain a \$1,500.00 average daily collected balance to earn 1.00% cash back on signature-based transaction purchases. If your average daily collected balance falls below \$1,500 you will earn .50% in cash back for the month.
- Cash back is calculated on net purchases (purchases minus returns or credits).
- Cash back will be calculated and paid on your monthly statement cycle date.
- Cash back is paid in the form of a deposit to your Axos Bank CashBack Checking account.
- If your account is closed mid-cycle, your accrued cash back earnings will be forfeited. If your account is at zero at the end of your statement cycle, your accrued cash back earnings will be forfeited for that cycle and your account will be closed.
- Your total cash back value may be reported as miscellaneous income to the IRS on a 1099-MISC form.
- Merchants who accept Visa/MasterCard cards are assigned a merchant code which is determined by the merchant or its processor in accordance with Visa/MasterCard procedures based on the kinds of products and services they primarily sell. Axos Bank cannot control how merchants choose to classify a transaction; Axos Bank cannot guarantee a transaction will qualify. Purchases made at Super Markets, Super Stores, Grocery Stores, Wholesale Stores, Discount Stores, USPS, and financial or money transfer institutions are not eligible. Purchases made using virtual wallets, funds transfer services, or other similar technology are not eligible.
- The Bank has the right to change or cancel this program at any time.

Minimum Balance Required to Open the Account: \$ 50.00

Monthly Maintenance Fees: None

#### Essential Checking

##### Account Features:

- Non interest-bearing account
- Free Online Banking
- No Bill Pay Fee
- No Non-Sufficient Fund or Overdraft Fee
- Unlimited Domestic ATM Fees Reimbursements

Minimum Balance Required to Open the Account: None

Monthly Maintenance Fees: None

### First Checking

#### Account Features:

- Interest-bearing account
- Account available to customers who are 13 through 17 years old (18 years old in Alabama) and have an adult co-owner on the account.
- Up to \$12.00 Domestic ATM Fees Reimbursed per month
- Limited to daily \$100 cash withdrawal and \$500 of Point-of-Sale transactions
- No Non-Sufficient Fund or Overdraft Fee
- Free Debit Card
- No check writing privileges
- Due to age sensitivity, the following merchant codes are prohibited: 5813; 5921; 7273; 7297; 7995; 9223

Minimum Balance Required to Open the Account: \$ 50.00

Monthly Maintenance Fees: None

### Golden Checking

#### Account Features:

- Interest-bearing account
- Must be age 55 or older to qualify
- Tiered Interest Earning Account. Tiers as follows:
  - \$0-\$9,999.99
  - \$10,000-\$24,999.99
  - \$25,000-49,999.99
  - \$50,000-\$99,999.99
  - >\$100,000
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- Free Debit Card
- Up to \$8.00 Domestic ATM Fees Reimbursed per month
- Free check printing (limited to 1-box Colonial Classic every 6 months)

Minimum Balance Required to Open the Account: \$ 50.00

Monthly Maintenance Fees: None

### Rewards Checking

#### Account Features:

- Interest-bearing account
- No Non-Sufficient Fund or Overdraft Fee
- Unlimited Domestic ATM Fees Reimbursements
- Rewards Checking Account allows you to control your interest rate reward based on the products/services used during the month. This is a tiered, interest earning variable rate account. All daily collected balances up to and including \$150,000 will earn interest based on the combined rate rewards. All daily collected balances greater than \$150,000 will not earn interest. Your annual percentage yield can be as high as 1.25% based on the following combined rate rewards: direct deposits (not including intra-bank transfers from another account) totaling \$1,000 or more each month will earn .4166%; at least ten (10) point-of-sale transactions per month using your Rewards Checking Visa Debit Card for normal everyday purchases with a minimum of \$3 per transaction will earn .4166%; and adding five (5) or more point-of-sale transactions per month using your Rewards Checking Visa Debit Card for normal everyday purchases with a minimum of \$3 per transaction will earn .4166%. Qualifying transactions must post and clear the account during the monthly qualification cycle. Transactions may take one or more business days from the transaction date to post to the account. At the time of your statement cycle date we will determine the combined products and services used since the previous cycle date to determine the aggregate interest rate to apply to your current statement cycle. We will use the daily balance method to calculate the interest on your account. Please see our Schedule of Interest Rates on our Website for the current interest rates and annual percentage yield. We may change the interest rate paid for products and services used and the annual percentage yield at the Bank's discretion any time without notice. Fees may reduce earnings.

Minimum Balance Required to Open the Account: \$ 50.00

Monthly Maintenance Fees: None



## Second Chance Checking

### Account Features:

- Non interest-bearing account
- No Outgoing wire activity
- ATM/Visa Debit Card transactions will be subject to daily limits as follows:
  - Cash withdrawal from an ATM using an ATM card - \$310.00
  - Point-of-sale transaction using your ATM card - \$500.00
  - Cash withdrawal from an ATM using a Visa® Debit card - \$310.00
  - Point-of-sale transaction using your Visa® Debit card - \$500.00

**Minimum Balance Required to Open the Account:** \$ 50.00

**Monthly Maintenance Fee:** \$6.95 with a Direct Deposit; otherwise, \$8.95

## World Checking

### Account Features:

- Non interest-bearing account
- Unlimited check writing
- Free custom Visa Debit Card
- Unlimited Domestic ATM Fees Reimbursements
- Four International ATM Fees Reimbursed per month
- Four ATM Foreign Currency Conversion Fees Reimbursed per month
- First Outgoing International Wire Fee waived
- Unlimited Incoming International Wire Fee waived
- Receive free starter kit of checks (if ordered at account opening)
- The Bank has the right to change or cancel this program at any time.

**Minimum Balance Required to Open the Account:** \$75,000

**Monthly Maintenance Fees:** \$30.00 monthly maintenance fee if the Average Daily Balance falls below \$150,000. Your "Combined" World Checking account Daily Balance and World Savings account balances will be included when determining the Daily Balance requirement to avoid monthly maintenance fee.

## Emergency Savings Account

### Account Features:

- Interest-bearing account
- Tiered Interest Earning Account. Tiers are as follows:
  - \$0-\$2,999.99
  - \$3,000-\$4,999.99
  - >\$5,000
- Limited check writing privileges
- No ATM card or Debit card offered
- Free first order of checks (if ordered at account opening)
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.

### Transaction Limits:

Maximum of six (6) checks per month or monthly statement cycle (subject to Available Balance)

Please note: We count checks for the purposes of transaction limitations as of the date we post them to your account (not as of the date you write them).

**Minimum Balance Required to Open the Account:** \$50.00

**Monthly Maintenance Fees:** None

## First Savings

### Account Features:

- Interest-bearing account
- Account available to customers who are 13 through 17 years old (18 years old in Alabama) and have an adult co-owner on the account Interest Earning Account
- Up to \$12.00 Domestic ATM Fees Reimbursed per month
- Free ATM Card
- Limited to daily \$100 cash withdrawal
- **Transaction Limits:**  
Maximum combined total of six (6) per month or monthly statement cycle (subject to Available Balance)

- Preauthorized transfers to another deposit account at Axos Bank
- Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
- Telephone transfers
- Online withdrawal transfers

Minimum Balance Required to Open the Account: \$50.00

Monthly Maintenance Fees: None

#### High Yield Money Market

##### Account Features:

Interest-bearing account

- Variable Interest Rate Account
- Tiered Interest Earning Account. Tiers are as follows:
  - \$0–\$9,999
  - \$10,000–\$24,999.99
  - \$25,000–\$49,999.99
  - \$50,000–\$99,999.99
  - >\$100,000
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle (subject to Available Balance)
  - Checks
    - Please note: We count checks for the purposes of transaction limitations as of the date we post them to your account (not as of the date you write them).
  - ATM/Debit Card purchases or payments
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Telephone or online bill payments
  - Online withdrawal transfers

Minimum Balance Required to Open the Account: \$ 1,000.00

Monthly Maintenance Fees: None

#### Select High Yield Money Market

##### Account Features:

Interest-bearing account

- Variable Interest Rate Account
- Tiered Interest Earning Account. Tiers are as follows:
  - \$0–\$9,999
  - \$10,000–\$24,999.99
  - \$25,000–\$49,999.99
  - \$50,000–\$99,999.99
  - >\$100,000
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle (subject to Available Balance)
  - Checks
    - Please note: We count checks for the purposes of transaction limitations as of the date we post them to your account (not as of the date you write them).
  - ATM/Debit Card purchases or payments
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Telephone or online bill payments
  - Online withdrawal transfers

Minimum Balance Required to Open the Account: \$1,000.00

Monthly Maintenance Fees: None

### High Yield Savings

#### Account Features:

- Interest-bearing account
- Variable Interest Rate Account
- Tiered Interest Earning Account. Tiers are as follows:
  - \$0–\$9,999
  - \$10,000–\$24,999.99
  - \$25,000–\$49,999.99
  - \$50,000–\$99,999.99
  - >\$100,000
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle (subject to Available Balance)
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Online withdrawal transfers

Minimum Balance Required to Open the Account: \$250.00

Monthly Maintenance Fees: None

### IRA Savings Account

#### Account Features:

- Interest-bearing account
- Interest will accrue daily and be credited monthly
- Variable Rate
- ATM Cards Not Available

Minimum Balance Required to Open the Account: \$250.00

Monthly Maintenance Fees: None

### ROTH Savings Account

#### Account Features:

- Interest-bearing account
- Interest will accrue daily and be credited monthly
- Variable Rate
- ATM Cards Not Available

Minimum Balance Required to Open the Account: \$250.00

Monthly Maintenance Fees: None

### Second Chance Savings

#### Account Features:

- Interest-bearing account
- No Outgoing wire activity
- ATM Card Available - ATM transactions will be subject to daily limits as follows:
  - Cash withdrawal from an ATM using an ATM card - \$310.00
- Point-of-sale transaction using your ATM card - \$500.00
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle, (subject to Available balance)
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Online withdrawal transfers

Minimum Balance Required to Open the Account: \$50.00

Monthly Maintenance Fees: None

### Select Savings

#### Account Features:

- Interest-bearing account
- Variable Interest Rate Account

- Tiered Interest Earning Account. Tiers are as follows:
  - \$0–\$9,999
  - \$10,000–\$24,999.99
  - \$25,000–\$49,999.99
  - \$50,000–\$99,999.99
  - >\$100,000
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle (subject to Available Balance)
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Online withdrawal transfers

**Minimum Balance Required to Open the Account:** \$100.00

**Monthly Maintenance Fees:** None

### World Savings

#### Account Features:

- Interest-bearing account
- The World Savings account is a variable rate account, which may change anytime without notice.
- First Outgoing International Wire Fee waived
- Four ATM Foreign Currency Conversion Fees Reimbursed per month
- The Bank has the right to change or cancel this program at any time.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle, subject to Available balance)
  - Preauthorized transfers to another deposit account at the Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Telephone or online bill payments
  - Online withdrawal transfers

**Monthly Maintenance Fees:** \$30.00 monthly maintenance fee if the Average Daily Balance falls below \$150,000. Your “Combined” World Savings account Daily Balance and World Checking account balances will be included when determining the Daily Balance requirement to avoid monthly maintenance fee.

**Minimum Balance Required to Open the Account:** \$75,000

### Certificates of Deposits Accounts (CDs)

When you open a Certificate of Deposit Account, you agree to keep your funds in the account until the maturity date. You must deposit at least \$1,000 to open a Certificate of Deposit Account. We provide a confirmation notice that serves as the certificate. Certificates of deposit are opened for a fixed amount and held for a specific term. Withdrawal prior to the maturity of the term selected will result in an early redemption fee which will substantially reduce the interest earned and could result in the loss of some of the principal.

#### Types of Certificate of Deposit (CD) Accounts

Interest rates on Certificate of Deposit Accounts will vary based on the term requested. The interest rate and annual percentage yield (APY) on the Certificate of Deposit Account is determined on the day we receive your application. This rate is reserved for a period of 10 business days to allow time for your deposit to arrive. Our current rates and annual percentage yields (APY) for time deposits as of today can be found at our Website, [www.axosbank.com](http://www.axosbank.com)

#### Interest

We use the daily balance method to calculate the interest on your account. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited monthly. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited monthly. We may change the interest rate from time to time, at our discretion. The annual percentage yield (APY) assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. You must maintain the entire balance in the account until maturity to obtain the disclosed annual percentage yield.

#### Terms

Terms for Certificates of Deposit are offered in monthly increments up to five years.

#### Maturity Options

Personal Certificate of Deposit (CDs) Accounts automatically renew for the same term and at the current interest rate then paid for the term in which the Account was renewed. Special 13-Month Certificate of Deposit will automatically renew for 12-

Months and at the current interest rate. The current interest rates are always available on our Website. You may also email or call us on the maturity date and we can tell you what the interest rate will be for the next renewal term.

In the event you wish to close out your Certificate of Deposit Account at maturity, you can contact us via secure email, telephone or provide instructions in writing. Close out funds can be provided either by bank check or via a wire transfer. In the event you elect to transfer funds via a wire transfer, the Bank's Wire Transfer Form is to be completed and forwarded to the Bank, a fee will apply.

#### Grace Period

If the Certificate of Deposit Account automatically renews, you have 10 days from the maturity date that you can make changes to your CD's term, rate, or make additional deposits or withdraw funds without penalty before it automatically renews for the same term. This time period is referred to as the "Grace Period". Interest earned during one term that is not withdrawn during or within the ten day grace period immediately after that term is added to principal for the renewal term. If you close the Certificate of Deposit during the grace period, you will forfeit any interest accrued since the maturity date.

#### Early Withdrawal Penalty

You have contracted to keep your funds on deposit for the agreed term. You may not withdraw all or part of a CD except as provided in this Agreement. At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We withdraw interest before principal. Each time we permit you to make an early withdrawal of principal; we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

If we are required to pay an amount from your CD (i.e. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

**Standard Early Withdrawal Penalty.** On a Certificate of Deposit account we will impose a penalty if you withdraw any or all of the principal before the maturity date. The penalty imposed will be determined by the following schedule based on the number of days in the stated term. We calculate the standard early withdrawal penalty on the principal amount withdrawn. Please note that the term of the CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

- CD term of 3 thru 5 months, one and a half months loss of interest, accrued or not;
- CD term of 6 thru 11 months, three months loss of interest, accrued or not;
- CD term of 12 thru 23 months, six months loss of interest, accrued or not;
- CD term of 24 thru 35 months, twelve months loss of interest, accrued or not;
- CD term of 36 thru 47 months, eighteen months loss of interest, accrued or not;
- CD term of 48 months or greater, twenty four months loss of interest, accrued or not.

The above schedule applies to personal CD accounts only.

#### Retirement Certificate of Deposit (CD) Accounts

When you open a CD account, you agree to keep your funds in the account until the maturity date. You must deposit at least \$1,000 to open a retirement CD account. We provide a confirmation notice that serves as the certificate. Retirement CD accounts are opened for a fixed amount and held for a specific term. Withdrawal prior to the maturity of the term selected will result in an early redemption fee which will substantially reduce the interest earned and could result in the loss of some of the principal. Please refer to Schedule of Fees herein for additional fees.

NOTE: An early withdrawal penalty will not be charged for Required Minimum Distributions (RMDs).

#### Types of Retirement CD Accounts

Interest rates on retirement CD accounts will vary based on the term requested. The interest rate and annual percentage yield (APY) on the retirement CD account is determined on the day we receive your application. This rate is reserved for a period of 10 business days to allow time for your deposit to arrive. However, IRS Regulations require funds to be received by us by certain contribution and rollover deposit deadlines. If the funds are received by us after the IRS deadlines, the deposit will be declined. Our current rates and annual percentage yields (APYs) for time deposits as of today can be found at our Website, [www.axosbank.com](http://www.axosbank.com)

#### Interest

We use the daily balance method to calculate the interest on your retirement CD account. This method applies a daily periodic rate to the daily Collected Balance in the account. Interest begins to accrue on the business day you deposit non-cash items (for example, checks). Interest is compounded daily and credited monthly. We may change the interest rate from time to time, at our discretion. The annual percentage yield (APY) assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. You must maintain the entire balance in the account until maturity to obtain the disclosed annual percentage yield.

## Terms

Terms for retirement CD accounts are offered as follows:

- 12 months
- 18 months
- 36 months

## Maturity Options

Retirement CD accounts automatically renew for the same term and at the current interest rate then paid for the term in which the account was renewed. The current interest rates are always available on our Website. You may also email or call us on the maturity date and we can tell you what the interest rate will be for the next renewal term.

Retirement CD accounts can be closed either as a distribution or a transfer.

To close your retirement CD account as a distribution, you must contact us via secure email or telephone and provide information on how the funds are to be remitted and your elections on federal and state tax withholding. The appropriate withdrawal form will then be sent to you and must be signed by you and returned to us prior to the retirement CD account closing. Distribution of the funds will be sent to you via bank check payable to you, or to your non-retirement checking or savings account by ACH payment. In the event you elect an ACH payment you will provide the following:

- Name of the receiving institution
- Routing number of the receiving institution
- Account number and type of account (either checking or savings) at the receiving institution.

In addition, you agree not to hold Bank responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing the funds to your account.

To close your Retirement CD account as a transfer to a retirement account held at another institution, we must receive the appropriate, completed Transfer Request form from that institution. Funds transferred to a retirement account at another institution are sent via bank check.

## Grace Period

If the retirement CD account automatically renews, you have 10 days from the maturity date that you can make changes to your retirement CD's term or rate, or make additional deposits or withdraw funds without penalty before the account automatically renews for the same term. This time period is referred to as the "Grace Period". Interest earned during one term that is not withdrawn during or within the ten day grace period immediately after that term is added to principal for the renewal term. If you close the retirement CD during the grace period, you will forfeit any interest accrued since the maturity date.

**NOTE:** If you wish to make an additional deposit during the retirement CD grace period, you must contact us via secure email or telephone and provide information on the type of deposit being made. The appropriate form will then be sent to you and must be signed by you and returned to us prior to the deposit being posted. In addition, the funds must be received by us within the IRS deadlines. If the funds are received by us after the IRS deadlines, the deposit will be applied to the current year contribution. If you wish to take a distribution of funds, refer to the requirements in the Maturity Options section above.

## Early Withdrawal Penalty

You have contracted to keep your funds on deposit for the agreed term. You may not withdraw all or part of a retirement CD except as provided in this Agreement. At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We withdraw interest before principal. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover the early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

**NOTE: An early withdrawal penalty will not be charged for Required Minimum Distributions (RMDs) for CDs held at Axos Bank.**

If we are required to pay an amount from your retirement CD (i.e. levy or garnishment), we may charge you a CD penalty, calculated on the amount withdrawn from the retirement CD. If the levy is from the IRS, federal tax will be withheld and, depending on state laws, state tax may also be withheld. You can elect to have no tax withheld by contacting us via secure email or telephone and requesting a withdrawal form. The withdrawal form will be sent to you and must be signed by you and returned to us prior to the levy deadline for remitting the funds.

## Standard Early Withdrawal Penalty

On a retirement CD account held at Axos Bank we will impose a penalty if you withdraw any or all of the principal before the maturity date, with the exception of required minimum distributions. The penalty imposed will be determined by the following schedule based on the number of days in the stated term. We calculate the standard early withdrawal penalty on the principal

amount withdrawn. Please note that the term of the retirement CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your retirement CD.

- Retirement CD term of 12 months or 18 months, six months loss of interest, accrued or not.
- Retirement CD term of 36 months, eighteen months loss of interest, accrued or not.

**The above schedule applies to retirement CD accounts only.**

## Legacy Accounts

Axos Bank is no longer accepting applications for the following products:

### Checking – MWA

#### Account Features:

- Simple interest-bearing account
- Variable interest rate account
- Free Online Banking
- No Bill Pay Fee
- Unlimited Domestic ATM Fees Reimbursements

Monthly Maintenance Fees: None

### HSA Checking – MWA

#### Account Features:

- Interest is earned daily, credited and compounded monthly.
- Variable interest rate account
- Free Online Banking
- No Bill Pay Fee
- Unlimited Domestic ATM Fees Reimbursements

Monthly Maintenance Fees: None

### HSA Family Checking – MWA

#### Account Features:

- Interest is earned daily, credited and compounded monthly.
- Variable interest rate account
- Free Online Banking
- No Bill Pay Fee
- Unlimited Domestic ATM Fees Reimbursements

Monthly Maintenance Fees: None

### First Savings – MWA

#### Account Features:

- Interest is earned daily, credited and compounded monthly.
- Variable interest rate account
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**
  - Maximum combined total of six (6) per month or monthly statement cycle, (subject to Available balance)
  - Preauthorized transfers to another deposit account at Axos Bank
  - Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
  - Telephone transfers
  - Online withdrawal transfers

Monthly Maintenance Fees: None

Excess Transaction Fee: \$ 10.00 per item

### Savings – MWA

#### Account Features:

- Interest is earned daily, credited and compounded monthly.
- Variable interest rate account
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.
- **Transaction Limits:**



- Maximum combined total of six (6) per month or monthly statement cycle, (subject to Available balance)
- Preauthorized transfers to another deposit account at Axos Bank
- Preauthorized or automatic transfer to another institution (i.e. ACH payments and wire transfers)
- Telephone transfers
- Online withdrawal transfers

Monthly Maintenance Fees: None

Excess Transaction Fee: \$ 10.00 per item

#### Transfer Savings – MWA

##### Account Features:

- Interest is earned daily, credited and compounded monthly.
- Variable interest rate account
- Unlimited withdrawals
- If your account is closed mid-cycle, your accrued interest will be forfeited. If your account is at zero at the end of your statement cycle, your accrued interest will be forfeited for that cycle and your account will be closed.

Monthly Maintenance Fees: None

#### Certificate of Deposit - MWA

##### Account Features:

- Additional deposits are permitted during the term of the CD.
- Interest is earned daily, credited and compounded monthly.
- Interest begins to accrue on the business day you deposit cash and non-cash items.
- The interest rate will be paid until the maturity date of your certificate.
- The account will automatically renew at maturity. You will have 10 calendar days (grace period) after the maturity date to withdraw your funds without being charged a penalty.
- No withdrawals from this account may be made without penalty until the maturity date.
- A penalty may be imposed for withdrawals before maturity:
  - For CD's with terms of less than twelve months, we may impose a penalty equal to three months' interest on the entire CD amount, rather than the amount withdrawn subject to penalty.
  - For CD's with terms equal to or greater than twelve months, we may impose a penalty equal to six months' interest on the entire CD amount, rather than the amount withdrawn subject to penalty.

## Funds Availability Disclosure for Personal Accounts

### Your Ability To Withdraw Funds

This policy applies to deposits into accounts that are opened at the Bank. All deposits are processed at the Bank's processing facility located in San Diego, CA, and are received either electronically or through the mail. Please do not send cash deposits. In the event Bank receives cash deposits, you agree that Bank's determination of the amount of the deposit will be conclusive. The Bank is responsible for mailed deposits only after the Bank has received them. The Bank is not liable for any deposits, including cash, lost in the mail. Remember: when you use the U.S. mail to make a deposit, you will need to allow extra time for the deposit to reach us.

The Bank's policy is to make funds from certain electronic deposits available to you on the business day the Bank receives the deposit. However, the Bank may delay the availability of funds from your check deposits to afford us time to verify the deposit and ensure the funds are collected. During the delay, you may not withdraw the funds and the Bank will not use the funds to pay checks you have written or other debits against the account that you have initiated, such as electronic bill payments.

### Determining the Availability of a Deposit

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day, except Saturdays, Sundays, and federal holidays. For walk-in deposits, if the Bank receives your deposit before 3:00 PM (PT) 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 3:00 PM (PT) or on a day we are not open, we will consider the next business day we are open to be the day of your deposit. The availability of your deposit varies depending on the type of deposit and is explained below.

This funds availability policy does not apply to checks drawn on banks located outside the United States of America.

### Same Day Availability

Funds from electronic direct deposits to your account will be available on the same day the Bank receives the deposit.



Interbank Transfers initiated from your Online Banking account will be made available upon actual and final credit of the funds. This is typically within 3 to 5 Business Days.

### Next-Day Availability

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

- U.S. Treasury Checks that are payable to you
- U.S. Postal Service Money Orders that are payable to you
- Wire Transfers
- Checks drawn on the Bank

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

- Cash
- State and local government checks that are payable to you
- Cashiers, certified
- Federal Reserve Bank checks

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

Note: At its discretion, the Bank may decline to accept any item for deposit.

### Other Check Deposits

Checks are available as follows:

Checks: The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds from a deposit of checks will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

If we are going to take longer to make all of the funds from these types of deposits available as disclosed above, we will notify you by mail or e-mail within one business day after we receive your deposit. We will also tell you when the funds will be available.

### Longer Delays May Apply

In some cases, we will not make all funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available no later than the first business day after your deposit. If we are not going to make all funds from your deposit available by the first business day after the day of your deposit, we generally notify you by mail or e-mail if the Bank delays your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you need the funds from a deposit right away, you should ask when the funds will be available.

We may delay the availability of funds you deposit by check for a longer period under the following circumstances:

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

### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (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 and wire transfers will be available the first business day after the day of your deposit. The first \$5,000 of a day's total deposits of traveler's, cashier's, certified, teller's and federal, state and local

government checks will be available the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the check is deposited into an account held by the payee and in person to an employee of the bank. The excess over \$5,000 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000 will not be made available until the second business day after the deposit.

- Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

NOTE: A five (5) business day hold will be placed on your initial deposit when the Bank is initiating the transfer via the automated clearing house from your external bank account on your behalf.

### Cash Withdrawal Limitations

If we delay availability of your deposit, we place certain limitations on withdrawals in cash. In general, \$200 of a deposit is available for withdrawal in cash on the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after (time no later than 5:00 Pm (PT)) on that day. Any remaining funds will be available for withdrawal in cash on the following business day.

### Holds On Other Funds (Check Cashing)

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 deposited it.

## IMPORTANT CHECKING ENDORSEMENT STANDARDS FOR CONSUMER ACCOUNTS

Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis. Axos Bank's endorsement standards are:

Customer endorsements must be placed on the reverse side of the check where indicated by preprinted format.

The remaining area of the check cannot contain any preprinted, stamped or handwritten customer information.

Some checks or drafts may require personal endorsement.

### Check 21 - Substitute Checks and Your Rights

**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 the 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 laws 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, NSF check fees).

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

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 receive your claim and the remainder of your refund (plus interest if your account earns interest) no 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 you 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. You must contact us within 40 calendar days of the date that

we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

### Overdrafts and Nonsufficient Funds

When we determine that you do not have enough available funds in your account to cover an Item (including an ATM or Debit Card transaction), then we consider the Item an insufficient funds item. If you have enrolled in our optional Overdraft Line of Credit Program and have enough funds in the linked account under the Overdraft Line plan, we transfer funds to cover the item. You may also establish a link from your checking account to a savings account or money market account to cover the shortfall in your checking account. Otherwise, without notice to you, we either authorize or pay the insufficient item and overdraw your account (an overdraft item) or we decline or return the insufficient item without payment (a returned item). All types of Items, including Bank fees, may overdraw your account.

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we authorize or pay an item and create an overdraft, you must pay back any overdraft immediately. Each Owner will be jointly and severally liable to pay back any overdraft created by any account Owner, even if the Owner did not write the check, initiate the transaction, benefit from it or make any deposits to the account. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue to paying future insufficient funds items. We may also close your account due to overdraft activity. See Closing an Account. You agree that we may apply deposits (including, but not limited to, Social Security and similar benefits) to overdrafts without notice to or consent from you, unless the law states otherwise.

We may charge you a fee regardless of whether we authorize, pay or return an item. We may assess this fee for each item we authorize, pay or return. See our Schedule of Fees herein.

### Overdraft Protection

The Bank Offers overdraft protection services that may protect your account against overdrafts in the event you do not have sufficient available funds to cover an item authorized or presented for payment. Overdraft protection may be less costly than paying overdraft or Non-sufficient return item fees.

- *Overdraft Protection By Linked Accounts* – With this plan, you authorize the Bank to make an automatic transfer from your savings account to cover items presented for payment against non-sufficient funds to your designated checking account. These automated transfers are considered limited transfers and each transfer is counted as one of the six transfers from a savings account allowed per calendar month per federal regulations.

A transfer occurs from your savings account to cover items presented against non-sufficient funds. Transfers are made for the exact amount to cover the shortfall in Available Funds.

## Electronic Fund Transfer (EFT) Services

### General Rules and Definitions

This agreement (the "EFT Agreement") governs your use of Electronic Funds Transfer Services described below ("EFT Services") that are available for the Accounts opened through the Bank Website (the "Website"). The following provisions apply only to accounts established primarily for personal, family, or household purposes. This EFT Agreement describes your rights as well as your responsibilities and as such should be read carefully. We recommend that you keep the EFT Agreement for future reference.

**Definitions.** In this EFT Agreement, "Checking Account" means a Demand Deposit account (DDA), a Negotiable Order of Withdrawal (NOW) account, a Savings account and a Money Market account at the Bank that you open through the Bank website; "Account" includes any Checking, Certificate of Deposit, or Savings account at the Bank opened through the Website or in person; "Card" means an automated teller machine card and/or a VISA debit card that accesses your Checking, Savings, Money Market, or NOW account; "PIN" means the personal identification number you use in connection with your Card; "Password" means the password you use to access the Website and your Bank Accounts through a personal computer or other electronic terminal; "Access Device" means your Card, Password, or other device or code we make available to you to access your Accounts; "Business Day" means Monday through Friday, except federal holidays; and "Authorized User" means any person you authorize or permit to use your Card, Password or other Access Device to access your Accounts, whether that person uses the Access Device to obtain information or to conduct a transaction.

This EFT Agreement is part of the Banking Documents. Other terms used in this EFT agreement may be defined elsewhere in the Banking Documents.

- ATM Safety
- Funds Transfers
- Other Electronic Fund Transfer Services
- Liability For Unauthorized Electronic Transfers
- Other Electronic Fund Transfer Services

## Types of Transactions

We offer the following types of Electronic Fund Transfers (EFT) Services for your Checking Account.

- **Direct Deposits.**

You can arrange for direct deposits to your checking and savings account(s).

- **Preauthorized Credits/Debits.**

We accept, on your behalf preauthorized Credits/Debits drawn on your Deposit Accounts which allow unrestricted activity. Through our electronic bill payment service you are able to electronically transfer funds from your Deposit Account to other parties, provided the account allows such activity. We may conduct these transactions via Automated Clearinghouse (ACH) transfer. We may also accept and direct funds by wire transfer. Each of these services has unique fees associated with the transaction. Please consult our Schedule of Fees herein. When you provide the party initiating the withdrawal or deposit with advance authorization to make recurring ACH transfers to or from your Account, the transfers are referred to as "preauthorized transfers." Because these preauthorized transfers are performed electronically through the ACH, they are governed by federal regulations pertaining to EFT Services, which entitle you to certain benefits and protections in connection with the EFT Services, such as the right to receive a copy of your written authorization to make preauthorized transfers from your Account from the party that obtains it.

- **ATM and Point-of-Sale Transactions.**

ATM Transactions. ATM Cards issued by us to you remain our property and you may be requested to return the Card to us at any time for any reason. Each card is used in conjunction with an authorizing Personal Identification Number ("PIN"). To guard against someone initiating a transaction that you have not authorized, you must take all reasonable precautions to prevent any other person from learning your PIN. If you permit or authorize another person to use your Card and PIN, you will be liable for all resulting transactions. You may use your Card at ATMs which are a part of an Electronic Funds Transfer service network to which the Bank belongs ("EFT network"). ATM withdrawals are available up to the daily authorization limits disclosed below, provided the available balance in the Deposit Account associated with your card is greater than or equal to the amount requested, plus any fees that may be charged along with the cash disbursement.

- Withdraw cash from your Checking Account.
- Find out your Checking Account balances.
- Transfer funds between your own accounts at the Bank (if available on the ATM in use).
- Withdraw cash from your Savings Account.

**Note:** We cannot assure that a specific ATM or EFT network will perform or permit all the above transactions. In addition, some or all transactions may be subject to a surcharge assessed by the terminal owner. Some fees and/or charges assessed by the terminal owner may be reimbursed to you in accordance with our published Schedule of Fees herein. Also, a specific ATM or EFT network may not provide you with access to all of your Accounts or may automatically post withdrawals to certain account types (such as checking), rather than the account you selected. If you have a question regarding whether a certain ATM or EFT network will process a transaction, call, e-mail or write us.

- **Point-of-Sale Transactions.** You may use your Visa debit card to purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your Card as a means of payment. Purchases made with your Card are referred to as point-of-sale ("POS") transactions, and will be charged against your Checking Account. POS withdrawals may, at the Bank's discretion, be authorized even when the available balance is not sufficient.
- **Other Electronic Transfers.**
  - **Transfers to Your Other Accounts at the Bank.** You may transfer funds to a Savings, Money Market, or Checking Account on the Website by logging into online banking.

- **Transfers to Third Parties.** You can transfer funds from your Account to third parties ("Recipients") by entering payment instructions through our online banking Bill Payment Service. Once the transfer has occurred, it is irrevocable.
- **Terms Relating to Goods and Services Purchased using Electronic Transfers with an ATM or Visa Debit Card.**
  - No Liability. The Bank is not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. The Bank will not become involved in any dispute involving such goods or services. You also agree to release the Bank and their respective directors, officers, employees and agents from any and all claims, demands and damages between persons using and accepting the Bank's ATM and Visa Debit Cards issued to you, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.
  - Rejected Funding Transactions. Payments are made solely out of funds on deposit with the Bank in accordance with the Banking Documents. If you fund your account through a credit card or ACH transaction, you may not dispute that transaction if you have transferred funds out of your account. If you are the recipient of a transfer from another Bank customer, and the sender reverses or charges back a transaction used to fund your transfer, Bank immediately and without notice or presentment may debit your account for the amount of the transfer, regardless of whether your account has a sufficient balance to fund the transaction. You are responsible for any overdraft created because of the reversal. You may incur interest, fees and charges in accordance with the Banking Documents if there are insufficient funds in your designated Account to cover such amount.
  - Limitations on Payments. The Bank may terminate access to the Bank's ATM and/or Visa Debit **Card Services at any time for any reason, including without limitation (i) with respect to any recipient of transfers, if the Bank believes in its sole discretion that there are an excessive number of disputes involving customer use, or (ii) with respect to any third party, if the Bank believes in its sole discretion that the third party has initiated disputes without reasonable cause or in bad faith.** The Bank also may reject a transaction or restrict your access to the Website to make further transactions at any time if it believes the security of your accounts or the Website is at risk or any fraudulent or illegal activity may be occurring, including evidence of unusual activity in your accounts.

#### Limitations on Transfers

Your Card transactions will be subject to daily limits as follows\*:

- Cash withdrawal from an ATM using an ATM card - \$510.00
- Point-of-sale transaction using your ATM card - \$500.00
- Cash withdrawal from an ATM using a Visa® Debit card - \$1,010.00
- Point-of-sale transaction using your Visa® Debit card - \$2,500.00

\*For Second Chance Checking and Second Chance Savings products – please refer to product features for limits.

For security reasons, we may further limit these amounts from time to time without notice. Non-sufficient funds activity involving an ATM or Visa Debit Card may result in decreased daily limits or revocation of the card.

**Charges For Use Of Your Card.** We do not charge you a fee to use your Card at an ATM or to make a POS transaction. However, ATM transactions may be subject to a fee or surcharge assessed by the terminal owner, for which you will be reimbursed by the Bank up to the amount per month which corresponds to the type of account you have.

#### Preauthorization Payments Holds

When you use your Card at a point of sale location or when you use the Visa or other network enhancement feature of the Cards to obtain goods or services or to obtain cash, the merchant may attempt to obtain preauthorization from us for the transaction. When the preauthorization is approved by us, we immediately debit the preauthorized amount from your designated Account. The amount you actually approved or signed for may vary in some cases from the amount of the actual purchase, depending on the merchant's request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction (which usually occurs within two to five days) will adjust the amount previously deducted from your designated Account. This process may affect the availability of funds from your designated Account to pay checks or for other electronic fund transfers. Since all transactions are immediately posted to your designated Account, please check your current balance on the Website. We will not be responsible for damages for wrongful dishonor if any items are not paid because the amount requested by the merchant was different from the actual amount you approved.



### Using your Card for International Transactions

If you use your Card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount by the applicable network (e.g. Visa, MasterCard, etc.). In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You understand that we do not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate.

### Documentation of Transfers

- Receipts: You have a right to receive a receipt at ATMs and POS terminals that accept your ATM and/or Visa debit cards each time you make a transaction.
- 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 888.502.2967 to find out whether or not the deposit has been made.
- Periodic Statements: You will also be able to view your bank statement and transaction history on the Website.

### Lost or Stolen Card or Unauthorized Transactions

Notify us immediately if your ATM Card, Visa Debit Card or PIN or other access code has been lost or stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your account plus your maximum Overdraft Line of Credit.

### In Case of Errors or Questions about Your Electronic Transfers

Telephone Customer Service at 1-844-773-0647, email, or write us at Axos Bank, P.O. Box 509127, San Diego, CA 92150, as soon as you can if you think your online statement or receipt is wrong or if you need more information about a transfer listed on the online statement or receipt. We must hear from you NO LATER than 60 days after your FIRST online statement on which the problem or error has appeared. In your communication to us, be prepared to provide us with the following information:

- Your name and Account number (if any).
- A description of 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.
- The dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days for new accounts) after we hear from you and will correct the error, promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts, point-of-sale, or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days for new accounts) 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 questions or complaint in writing and we do not receive it within 10 business days, we may not credit your account.

For disputes involving the unauthorized use of your Visa Debit Card for Visa point-of-sale transactions, we will provisionally credit your Account within 5 business days. Under the Visa Rules, we may withhold provisional credit to the extent allowed under applicable law if we determine that the circumstances or account history warrants the delay. The Visa Rules do not apply to ATM transactions, certain commercial card transactions, PIN or other transactions not processed over the V network.

We will tell you the results within three (3) 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.

### Electronic Transaction Cancellations

If you have arranged with us in advance to make regular periodic payments out of your designated Account using our Electronic Bill Payment Service, you can stop any of those payments by following these procedures:

- Sign on to the Website and cancel the future payments using the procedure as called for in the Bill Payment section.
- Call Customer Service, write the Bank, or e-mail in time for us to receive your request three or more business days before the payment is scheduled to be made. If you call, we may require you to put your request in writing so that it reaches us within 14 days after your call.

**NOTE:** This section does not apply to stop payment orders for checks.

### Liability of Bank 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.

### Your Liability for Unauthorized Electronic Funds Transfers

**TELL US AT ONCE** if you believe your ATM and/or Visa Debit Card or any other Access Device has been lost or stolen or if you think your PIN or Password is no longer secure or confidential. Telephoning us is the best and fastest way of keeping your possible losses down. During business hours you may call 1-844-773-0647 to report your ATM/Visa Debit Card lost or Stolen.

You can lose no more than \$50.00 if someone used your Card without your permission, if you tell us within two business days, subject to Visa's Zero Liability policy. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or other Access Device, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00. Also if your on-line statement shows transactions that you did not make, TELL US AT ONCE. If you do not tell us within 60 days after the daily transactions (Periodic Statement) are provided to you on the Website, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions 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, let us know. We may extend the time periods.

If you believe that your ATM and/or Visa Debit Cards or other Access Device has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call Customer Service or write the Bank attention Customer Service. You may also e-mail. You agree that you will not reveal your User ID, Password, PIN, or any other Access Device to any person not authorized by you to use your Access Devices; not write your PIN or Password on your ATM and/or VIS Debit Cards or on any item kept with your Access Devices; and not leave a computer terminal unattended after you have logged in using your Password or other Access Device.

### Our Liability For Failure To Complete Electronic Funds Transfers

If we do not complete a transaction from your consumer account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages only directly caused by this failure. However, there are some exceptions. For instance, we will not be liable if:

Through no fault of ours, you do not have enough available funds in your Account, including any available overdraft line of credit, to make the transaction.

- The automated teller or cash dispensing machine does not have enough cash.
- Any terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood or riot) prevent the transaction, despite reasonable precautions that we have taken.
- In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous.

### Amendments

If you do not agree to a change or amendment to this EFT Agreement, you must notify us prior to the effective date of the change or amendment and cancel your EFT Services and surrender or destroy your Access Devices.

### Termination

We may terminate EFT Services, in whole or in part, without notice, due to your default or as a security precaution. If you or we cancel this EFT Agreement you must surrender or destroy your Card or any other Access Device issued to you.

### Confidentiality

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

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

### Transactions Not Subject to Electronic Fund Transfer Act or Regulation E

Electronic transfers made from an account used for business purposes, regardless of account ownership, are not subject to the Electronic Funds Transfer Act, Regulation E or to the error resolution procedures set forth herein. You must notify us at once of any unauthorized or erroneous electronic transactions not subject to the Electronic Fund Transfer Act or Regulation E shown on your statement or a notice. Your notice must be in writing, must include a statement of relevant facts and must reach us no later than 60 days after the date of the statement or notice on which the erroneous transaction appears.

### ATM Safety Tips

The suggestions that follow offer some simple tips on protecting your card and PIN and on exercising care when using an ATM. Please review them carefully,

#### **Protect Your ATM Card and Personal Identification Number (PIN)**

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birthdates.
- Never give someone information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.

#### **Be aware of Your Surroundings at ATMs**

- Look around when you walk up to the ATM or exit the ATM. If you notice anyone or anything suspicious or that you deem unsafe, such as the lighting around the ATM not working, use another ATM or return later.
- While at the ATM, enter your PIN discreetly; shield the keypad with your hand or body. After completing your transaction, be sure to put your card away, cash, and transaction record before exiting the ATM area. Count the cash later in the safety of your locked car or home.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- When you use a drive-up ATM, be sure your passenger windows are closed and doors are locked.
- If you must use an ATM at night, consider taking someone with you.

### Other Electronic Fund Transfer Services:

#### Funds Transfer Services

The following provisions apply to funds transfers you send or receive through Axos Bank "the Bank", but do not apply to electronic funds transfers governed by Regulation E of the U.S. Federal Reserve Board. If you have a specific agreement with the Bank for these services, these provisions supplement that agreement to the extent these provisions are not consistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state whose law applies to accounts for which the funds transfer service is provided. In general: a funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to the Bank to transfer funds. The beneficiary is the person or business who receives the payment. We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. For current fees, please refer to our Schedule of Fees herein.

#### Fedwire

Fedwire is the electronic funds transfer system of the US Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the Federal Reserve Board.

#### **Sending Funds Transfer:**

**Cutoff times for Payment Orders.** We have cutoff times for processing payment orders. Cutoff times vary depending on the type of payment order. If the Bank receives your domestic payment order after 1:00 PM (PT), or international payment order after 12:00 PM (PT), or on Saturday, Sunday or federal holiday, it may be processed on the next funds-transfer business day.



**Amending or Canceling Payment Orders.** You may only amend or cancel a payment order prior to the funds transfer being sent by the Bank. If you ask the Bank to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or cancelled. You agree to reimburse the Bank for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

**Inconsistency of Name or Number.** When receiving a payment order, payment may be made by the Bank, or by other banks, to which the payment order is forwarded, based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the Originator of the payment order.

**Sending Payment Orders.** We may select any intermediary bank; funds transfer system or means of transmittal to send payment orders. Our selection may differ from that indicated in your instructions.

**Notice of Rejection.** The Bank may reject payment orders. We notify you of any rejection electronically or orally. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

**Errors or Questions About Payment Orders.** The Bank will notify you about funds transfer by listing them on your account statement. In some cases, we may also notify you electronically or in writing. You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 10 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 10-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

#### **Receiving Funds Transfers:**

The Bank may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us.

**ACH Provisional Payment Rule.** Credit given by us to you with respect to an automated clearing house credit or debit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you (i.e. Originator of the entry) will not be deemed to have paid you the amount of such entry.

**Notice of Funds Transfer.** Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in periodic statements we provide to you.

**ACH Debits and Credits.** From time to time, originators that you authorize may send Automated Clearing House (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction. You should be cautious about giving someone your account number to help prevent unauthorized transactions on your account. You must notify the Bank immediately of unauthorized activity.

#### **Online Banking and Bill Payment Services**

This Axos Bank Online Banking Agreement ("Agreement") with Axos Bank applies to your use of the Axos Bank Website. In this Agreement, "you" or "your" means each person that uses the Bank's Website to obtain a Financial Service; "Financial Service" means a deposit account, overdraft credit account, bill payment service, Mobile Banking or any other financial product or service available through the Axos Bank Website; "Provider" means a service provider that offers a Financial Service through the Bank's Website or an affiliate of the Bank's; "The Bank's website" and the "Website" means the Internet site operated by the Bank for itself and the Providers. "Provider Documents" means you have a separate agreement with some or each Provider regarding the Financial Service it provides. "Banking Product Documents" means the Deposit Account Terms, Online Banking Agreement, Electronic Funds Transfer (EFT) Services Agreement, Funds Availability Policy, Overdraft Line of Credit Agreement and Disclosure Statement, Truth in Savings Disclosure and the Schedule of Fees herein.

Terms defined in this Agreement have the same meaning as the Banking Product Documents and, unless specified otherwise, any term defined in a part of the Banking Product Documents has the same meaning.

**Consent to Terms and Conditions** By submitting the application accessible through the Bank's Website or using any Financial Service, you agree to the terms and conditions set forth in this Agreement and the Provider Documents, if any, governing the Financial Service you obtain through Online Banking. In the event that the Bank amends this Agreement or a Provider amends

the Provider Document, to the extent permitted by law; your continued use of the Website or a Financial Service subject to such Provider Document after the effective date of such change evidences your acceptance to such amendment. A Provider may enforce this Agreement against you to the extent it relates to that Provider.

[Consumer Credit Reports](#) Consumer Credit reports may be obtained by the Bank or any Provider in connection with any Financial Service that you request or receive. If you ask, you will be informed whether or not such a report was requested, and if so, the name and address of each agency that furnished the report.

#### [Bill Payment Processing](#)

Axos Bank customers with an online banking service may use the optional Bill Payment service in the following manner:

- Payments can be entered as a one-time transaction or as recurring transactions that are scheduled.
- You certify that any account you add through the bill payment service is an account from which you are authorized to make payments, and any payment you make using the bill payment service will debit an account that you are legally authorized to use.
- Payments (other than Axos Bank loan payments, entered on our system before 2:00 p.m. PT on a bank business day will be scheduled and begin processing on the same bank business day. Payments that are entered after this cut-off time or on a day that is a non-bank business day will be scheduled for processing and be processed the next bank business day.
- Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the next bank business day.
- You authorize us to make payments in the manner we select from the following methods:
  - Electronic Transmission - The majority of payees are this and the payment is sent via ACH to these types of payees.
  - Check - Payees that are not able to be set up as an electronic transmission will receive a check drawn directly from your designated account.
- Scheduling Bill Payments
  - The scheduled "Send Date" is the date you enter for the payment to be sent to the Payee. For payments made by electronic transmission, the payment amount will be debited from, or charged to an account that you designate on the scheduled "Send Date." If the scheduled "Send Date" is a weekend or non-bank business day, then the "Send Date" will be the next bank business day. For payments made by personal check, the account you designate will be debited when the check is presented to us for payment which may occur before, on or after the scheduled send date.
  - For payments made from an Axos Bank deposit account and to an Axos Bank loan, line of credit, or mortgage, Axos Bank will process and credit the payment to the appropriate account effective the same business day, provided the payment is scheduled prior to the 2:00 p.m. PT cut-off.

When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Online Banking Service, you must schedule payments and your account must be in good standing, you will be fully responsible for all late fees, interest charges, or other action taken by the Payee.

[Contact Us](#) Contact information for the Bank is provided on the Website or from within Online Banking or Mobile Browser Banking by selecting the "Contact Us" link.

[Electronic Communications](#) To the fullest extent permitted by applicable law, this Agreement and any other Financial Services, Provider Documents, notices or other communications regarding Online Banking (collectively referred to as "Communications"), may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within our Website or Online Banking and/or delivered to your e-mail address or access device. Any Communications that are required by law or regulation will be provided, at our Website [www.axosbank.com](http://www.axosbank.com) in a form you can print and retain for your records. All Communications in either electronic or paper format will be considered to be "in writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. The Bank and the Providers reserve the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying the Bank on behalf of itself and the Providers of your decision to do so. If you revoke your consent to receive Communications electronically, the Bank and the Providers will terminate your right to use Online Banking, Mobile Banking or obtain Financial Services (including redeeming any deposit accounts), and you accept sole liability for any early withdrawal penalty, tax or other consequence resulting from an involuntary termination of a Financial Service, to the extent permitted by law.

You agree to monitor your Account and important account information through your Online Banking service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to keep informed of any changes to Mobile Banking by regularly visiting our website.

[Governing Law](#) This Online Agreement and Financial Services are accepted by the Bank in the State of California, and is governed by California and Federal law between you and the Bank. Providers may select a state law other than California law

to govern matters covered by their specific Provider Documents and the enforcement of this Online Banking Agreement with respect to the Financial Services they provide.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Illegal, Fraudulent Or Improper Activity You will not use the Website or any Financial Service for any illegal, fraudulent or improper activity. If the Bank or any Provider suspects that you may be engaging in or have engaged in a fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to Online Banking or any Financial Service, your access to Online Banking and any Financial Services may be suspended or terminated. You understand that access to and transactions in your accounts may be suspended or terminated if an access device has been reported lost or stolen or when the Bank or any Provider reasonably believes that there is unusual activity on any of your Accounts. You agree to cooperate fully with the Bank and each Provider to investigate any suspected illegal, fraudulent or improper activity.

Indemnification You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, Providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking; (d) indirect, incidental, special or punitive damages arising out of or in connection with use of Mobile Banking.

Internet Access You certify that you have access to the Internet and a current e-mail address. You have sole responsibility for providing the Bank with a correct and operational e-mail address. Neither the Bank nor any Provider will be liable for any undelivered e-mail communications or any costs you incur for maintaining Internet access and an e-mail account. You must promptly notify the Bank and all Providers of any change in your e-mail address.

Limit On Liability To the fullest extent permitted by law, neither the Bank nor any Provider will have any liability in connection with any unauthorized interception or use of data relating to you or the Financial Services; any inability to use or access Online Banking or Mobile Banking for any reason; any actions or transactions by an individual that uses your Online Banking ID together with your Password; or any cause over which the Bank or a Provider does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with mobile banking) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the mobile banking service. The Financial Services accessible through the Website or Mobile Banking are provided "as is" and "as available" with all faults, and the Bank and each Provider hereby disclaims, for themselves and for each other entity involved in the provision of the Financial Services, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, of fitness for a particular purpose and of lack of viruses. In no event shall the Bank or any other Provider be liable (a) for damages caused other than by its own gross negligence or intentional misconduct or (b) for indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use Online Banking, Mobile Banking or any Financial Service, even if the Bank or the Provider has been advised of the possibility of such damages. In no event shall the Bank or any Provider be liable for any act or circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). Limitations on this notice with respect to certain electronic funds transfers are stated in the EFT Services Agreement as contained in the Banking Product Documents and displayed on the Website.

Miscellaneous Any waiver by the Bank or any Provider must be in writing and signed by an authorized representative of the Bank or the Provider. If a waiver is made, no party is obligated to provide similar waivers in the future. This Agreement and the Provider Documents are binding upon and shall inure to the benefit of permitted successors and assigns of you and the Bank and/or the Providers. If any provision of this Agreement or the Provider Documents is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Mobile Banking Services Mobile Banking is offered as a convenience and supplemental service to the Bank's Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Not all mobile devices will be capable of accessing and using Mobile Banking. The Bank cannot guarantee the availability of underlying data services provided by your mobile carrier, (i.e. we are not responsible for carrier data outages or "out of range" issues). We will not be responsible for any inability of your mobile device to access or use Mobile Banking, or for any loss or damage to your mobile device resulting from your access or use, or attempted access or use, of Mobile Banking (including downloading any associated Java applications for Mobile Banking), and you should satisfy yourself as to these matters before attempting to access or use Mobile Banking. Some mobile devices may store (cache) information that is accessed during a Mobile Banking session. You must have an eligible mobile device capable of SMS messaging (for SMS (Text) Banking), or downloading Java applications and making data connections to the Internet

(for Mobile Browser Banking). You must be authorized to use and incur charges on your mobile device cellular account in relation to Mobile Banking.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Mobile Banking consists of two separate features:

**SMS (Text) Banking** – access available account information via text messaging.

**Browser Mobile Banking** - a mobile version of Online Banking accessed via an URL.

To activate Browser Mobile Banking, you must have at least one active deposit Account, be an owner of the Account and be registered for Online Banking. To access the Browser Mobile Banking feature, you must know the Mobile Banking URL and will log in using the required login credentials used for Online Banking.

The following options are available in the Browser Mobile Banking:

**Account information** - includes transaction history (length of time is limited) and does not replace the periodic statements for your Account.

**Transfers** - between Bank accounts.

**Bill Payment** - submit payments to payees already set-up within the Bill Pay module of Online Banking.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

If at any time you should cancel your Online Banking access or your Online Banking access changes or becomes inactive, Mobile Banking Services may not be available. You may cancel Mobile Banking at any time by contacting us by email or phone.

We do not charge fees for Mobile Banking including EFTs. However, please see the Schedule of Fees herein for any excess transaction fees that may apply to your Account. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

[Password and Device Protection](#) You will not disclose your password to access Online Banking ("Password") to any person. You understand and agree that the Bank and the Providers rely on the use of your Password to confirm your permission to access your account and are therefore authorized to act upon instructions and information received from any person that enters your Online Banking ID (User Name) and Password. You agree not to use any personally identifiable information when creating shortcuts to your Account. You are required to change your Password periodically.

Create a Password that is not easily able to be guessed or identified as relating to you, or is an obvious combination of letters and numbers (e.g. sequential numbers, birth date, etc.); do not keep any record of your Password in a form that it can be readily identified, accessed or stored anywhere, in written or electronic form.

**If you forget your password, become locked out and the Bank resets your password, or your password expires you will be required to re-establish your login credentials at a PC or laptop to regain access to Mobile Banking.**

You will notify the Bank immediately if your Password, PC, laptop, mobile device or any another access device used to access your account is compromised, lost, stolen or is suspected of being compromised or lost. If you believe that someone may have unauthorized access to your online Banking or Mobile Banking, you agree to notify us immediately and cancel your Mobile Banking associated with the device.

You agree to notify us immediately if you change or cancel the number of your mobile device.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged; if you do we will not be liable for any damages. Log off immediately at the completion of each access by you, lock your mobile device or take other steps necessary to stop unauthorized use of Mobile Phone Banking.

[Privacy](#) You agree that you have had an opportunity to review, download or print, and that you agree to the Bank's [Privacy Policy](#) relating to the Bank's Website, the Financial Services and the Providers.

[Security Features](#) The Bank has taken strong measures to protect the security of information transmitted between the Bank and its customers. The Bank strongly suggests that you use a web browser with 128 bit encryption. In fact, some selected services require a web browser with 128 bit encryption and you will be notified upon your application for access to those



specific services. Regardless of the security features in use by you and/or your web browser, the Bank and the Providers are unable to ensure that the data transmitted by you to the Bank or a Provider, or from the Bank or a Provider to you, will not be intercepted by third parties.

[Transfer](#) You may not transfer any rights or obligations you may have under this Agreement, under any Provider Documents or with respect to any Financial Service, without the prior written consent of the Bank and any Provider that would be affected. The Bank and each Provider reserve the right to transfer any right or obligation under this Agreement, under any agreement provided with the Provider Documents or with respect to any Financial Service without your consent.

## Schedule of Fees

### Account Services:

Initial Debit Card/ATM Card (if ordered at account opening)	Free
Debit Card/ATM Card replacement (if second occurrence and any thereafter)	\$5.00
Debit Card/ATM Replacement - Special Mailing/Rush Delivery Fee	\$50.00
Debit Card/ATM Transactions*	Free
Bank Verification Letter	\$35.00
Collection Items, domestic, per item*	Free
Collection Items, international, per item*	\$35.00 + cost
Visa® Debit Card Foreign Currency Conversion Rate	1%

\* Additional charges may be imposed by other financial institutions

### Statement and Research Services:

Check copy from archive, per item	\$5.00
Legal Processing	\$100.00
Research/Reconciliation, per hour, one hour minimum (includes time spent pulling documentation for legal process)	\$35.00
Statement Copy from Online Banking	Free
Statement Copy from archive with our assistance, per statement	\$10.00
Account Electronic Statement	Free
Account Paper Statement	\$5.00

### Individual Retirement Account (IRA) Services:

Transfer Fee	\$35.00
Closing Fee	\$35.00
Fair Market Value on IRAs – Paper	\$10.00 (produced annually at year-end)
Fair Market Value on IRAs – Electronic Statement	Free

### Wire Transfer Services: (Customers only):

Wire Transfers Incoming (Domestic and International)	Free
Wire Transfers Outgoing (Domestic)	\$35.00 each
Wire Transfers Outgoing (International)	\$45.00 each

### Other Fees:

Certified or Overnight Mail – Special Mailing/Rush Delivery Fee	\$10.00 + postage
Deposited checks (and other items) returned unpaid, per item	\$10.00
Check Orders For All Checking Accounts	At Cost
Check Orders with our assistance (if second occurrence and any thereafter)	\$10.00 + cost of checks
Escheatment Notification	\$2.00
Excess Transaction or Withdrawal Fee	\$10.00
Non-sufficient/uncollected funds- Paid or Returned Item (includes checks, ACH and bill payments), per item	\$25.00 <sup>†</sup> (Max \$75.00 per day)
Official checks, per item	\$10.00
Online or automated telephone transfers	Free
Overdraft Protection Transfer (from linked account)	Free



Stop payments, per request Online (initial or extension)	\$10.00
Stop payments, per request with assistance (initial or extension)	\$35.00
Axos Bank On-Us Check Cashing Fee for Non-Customers, per item	\$5.00
Non-Customer Notary Fee	\$2.00

†No fee for an item generating a negative balance less than the NSF fee