



## ACCOUNT DISCLOSURE BOOKLET



### **Regular Checking Account Important Disclosures**

A minimum deposit of \$1,000.00 is required to open this account.

### **Minimum Balance Requirements**

You must deposit \$1,000.00 to open this account. A service charge of \$15.00 will be imposed each statement cycle.

### **Fees**

See Common Features section, below. **(Overdraft fees will be assessed if the account becomes overdrawn)**

### **Statements**

Statements for this account will be mailed to you unless you subscribe to eStatement through online banking.

### **Money Market Account Important Disclosures**

Annual Percentage Yield (APY) is variable and may change after the account is opened. Fees may reduce earnings.

### **Money Market Account - Truth In Savings Disclosure**

This Truth-in-Savings Disclosure ("Disclosure") contains information about the Money Market Account. This Disclosure is a part of and incorporated into the Proficio Bank Deposit Account Terms & Conditions Agreement (the "Agreement") and, along with the Agreement, establishes the terms and conditions of the Money Market Account.

### **Interest Rate Information**

Your interest rate and annual percentage yield may change. Please refer to the Proficio Bank "Current Rates and Yields" for the current interest rates and annual percentage yields. You also may call us at (866)404-4111 for current rate information.

### **Determination of Rate**

We may change the interest rate on your account at our discretion.

### **Frequency of Rate Changes**

We may change the interest rate on your account at any time, without notice.

### **Limitations on Rate Change**

There are no maximum or minimum interest rate limits for this account.

### **Compounding and Crediting Frequency**

Interest does not compound on this account. Interest is credited to your account monthly. If your account is closed mid-month, interest will be credited to the date the account was closed.

### **Minimum Balance Requirements**

You must deposit \$1,000.00 to open this account. A service charge of \$15.00 will be imposed each statement cycle.

### **Balance Computation Method**

The daily balance method is used to calculate the interest on your account. Interest is calculated for each day by multiplying the balance of the principal in the account that day times the daily periodic rate based on the interest rate in effect at that time.

### **Accrual of Interest on Non-Cash Deposits**

Interest begins to accrue on the business day that we receive your deposit of non-cash items (for example, checks).

### **Transaction Limitations**

You are limited to six transfers or withdrawals (including Online Banking and Telephone Banking transfers or other pre-authorized, automatic, or telephonic transfers or withdrawals) each statement cycle. Withdrawals or transfers in excess of these limits are subject to a service charge of \$10.00 per transaction. Subject to your available balance, there are no limits on withdrawals requested by telephone or mail when the funds are payable to and mailed directly to you. As authorized by Federal Law, we reserve the right at any time to require not less than seven days notice in writing before each withdrawal from this account.

### **Fees**

See Common Features section, below.

### **Statements**

Statements for this account will be mailed to you unless you subscribe to eStatement through online banking.

### **Savings Account Important Disclosures**

Annual Percentage Yield (APY) is variable and may change after the account is opened. Fees may reduce earnings. A minimum deposit of \$1,000.00 is required to open this account.

### **Savings Account Truth In Savings Disclosure**

This Truth-in-Savings Disclosure ("Disclosure") contains information about Proficio Bank's Savings Account. This Disclosure is a part of and incorporated into the Proficio Bank Deposit Account Terms & Conditions Agreement (the "Agreement") and, along with the Agreement, establishes the terms and conditions of the Savings Account.

### **Internet Gambling Transactions**

You may not use your Proficio Bank account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

### **Interest Rate Information**

Your interest rate and annual percentage yield may change. Please refer to the Proficio Bank "Current Rates and Yields" for the current interest rates and annual percentage yields. You also may call us at (866)404-4111 for current rate information.

### **Determination of Rate**

We may change the interest rate on your account at our discretion.

### **Frequency of Rate Changes**

We may change the interest rate on your account at any time without notice.

**Limitations on Rate Change**

There are no maximum or minimum interest rate limits for this account.

**Compounding and Crediting Frequency**

Interest does not compound on this account. Interest is credited to your account month. If your account is closed mid-month, interest will be credited to the date the account was closed.

**Minimum Balance Requirements**

You must deposit \$1,000.00 to open this account. A service charge of \$15.00 will be imposed each statement cycle.

**Balance Computation Method**

The daily balance method is used to calculate the interest on your account. Interest is calculated for each day by multiplying the balance of the principal in the account each day times the daily periodic rate based on the interest rate in effect at that time.

**Accrual of Interest on Non-Cash Deposits**

Interest begins to accrue on the business day that we receive your deposit of non-cash items (for example, checks).

**Transaction Limitations**

You are limited to six transfers or withdrawals (including Online Banking and Telephone Banking transfers or other pre-authorized, automatic, or telephonic transfers or withdrawals) each statement cycle. Withdrawals or transfers in excess of these limits are subject to a fee of \$5.00 per transaction. As authorized by Federal Law, we reserve the right at any time to require not less than 7-days notice in writing before each withdrawal from this account.

**Fees** See Common Features section, below.

**Statements**

Statements for this account will be mailed to you unless you subscribe to eStatement through online banking.

**Certificate of Deposit Important Disclosures**

Each quoted Annual Percentage Yield (APY) applies only to the corresponding term (for example, 3-month) also quoted with the APY. There is a penalty for early withdrawals.

Fees may reduce earnings. A minimum deposit of \$1,000.00 is required to open a Certificate of Deposit.

**Certificate of Deposit - Truth In Savings Disclosure**

This Truth-in-Savings Disclosure ("Disclosure") contains information about the Certificate of Deposit Account. This Disclosure is a part of and incorporated into the Proficio Bank Deposit Account Terms & Conditions Agreement (the "Agreement") and, along with the Agreement, establishes the terms and conditions of the Certificate of Deposit Account.

**Interest Rate Information**

The interest rate for this Certificate of Deposit (CD) is fixed and will be paid from the date of the deposit until the maturity date of the CD. Please refer to the Proficio Bank "Current Rates and Yields" for the current interest rates and annual percentage yields corresponding to terms of Certificate of Deposit from 3 months to

3 years. You also may call us at (866)404-4111 for current rate information.

**Compounding and Crediting Frequency**

Interest does not compound on this account. Interest is credited to your account monthly. You may elect to have your interest credited to your CD balance, or: (a) mailed directly to you in the form of a check on a monthly basis; (b) credited to another Proficio Account; or (c) sent via electronic funds transfer to another financial institution. If your account is closed mid-month, interest will be credited to the date the account was closed.

**Minimum Balance Requirements**

You must deposit \$1,000.00 to open this account.

**Balance Computation Method**

The daily balance method is used to calculate the interest on your account. Interest is calculated for each day by multiplying the balance of the principal in the account that day times the daily periodic rate based on the interest rate in effect at that time.

**Accrual of Interest on Non-Cash Deposits**

Interest begins to accrue on the business day that we receive your deposit of non-cash items (for example, checks).

**Early Withdrawal Penalties**

We will impose an early withdrawal penalty on withdrawals made before the maturity date of the CD. For early withdrawals made within 6 days of the deposit a minimum of 7 days interest will be charged. For a CD with an original term of one year or less, the penalty will be equal to the amount of interest that would have been earned for a 90-day period on the principal balance of the account if funds had not been withdrawn prior to the maturity date. For a CD with an original term greater than one year, the penalty will be equal to the amount of interest that would have been earned for a 180-day period on the principal balance of the account if funds had not been withdrawn prior to the maturity date. Early withdrawal penalties may be waived in the event of death or legal incompetence of any of the Account Holders, as shown on the Bank's records.

**Withdrawal of Interest Prior to Maturity**

In order to earn the annual percentage yield, interest must remain in the account until the stated maturity date.

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

**Renewal Policies**

Your account will automatically renew at maturity for an additional term equal to the original term, with unlimited renewals. You will have a grace period of 10 calendar days from the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. The interest rate and annual percentage yield for any renewal term will be the rate we are offering at the time of renewal for a new CD of the same term.

**Transaction Limitations**

You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account. As authorized by Federal law, we reserve the right at any time to require not less than 7-days notice in writing before each withdrawal from this account.

**Fees**

See Common Features section, below.

**Statements**

Statements will not be issued on this account.

**Funds Availability Policy**

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us.

Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be affected by this policy. Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them. We will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks that you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If we receive a deposit before 2:00 p.m. (local Mountain time) on a business day that we are open, we will consider that day to be the day of your deposit. However, if we receive a deposit after 2:00 p.m. (local Mountain Time) or on a day we are not open, we will consider that the deposit was made on the next business day that we are open.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately. We may cash a check or make a check deposit available immediately if you have funds to cover that check in any of your accounts with us. If we do, we will hold those funds (equal to the amount of the check) in your account(s) according to the timelines described elsewhere in this policy. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **LONGER DELAYS MAY APPLY**

### **Case-by-case delays**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the 2nd business day after the day we receive your deposit. The first \$200 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you when we receive your deposit. We will also tell you when the funds will be available. We will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

### **Safeguard exceptions**

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

Checking Endorsement Standards for Consumer Accounts. Your compliance with our endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis. Our endorsement standards are:

- Customer endorsements must be placed in the 1 inch area starting at the left side of the check.
- The remaining area of the check cannot contain any preprinted, stamped or handwritten customer information.

## **SPECIAL RULES FOR NEW ACCOUNTS**

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

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

Funds from wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day we receive your deposit. Funds from all other check deposits will be available on the seventh business day after the day we receive your deposit.

## **SUBSTITUTE CHECK (Check 21) POLICY DISCLOSURE Substitute Checks and Your Rights**

### **What is a Substitute Check?**

To make check processing faster, federal law permits credit unions and 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 with your account statement may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

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

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

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

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: Proficio Bank, Attn Deposit Operations 6985 Union Park Center, Suite 150 Cottonwood Heights, UT 84047 (866)404-4111. 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

## **Electronic Funds Transfer Disclosure**

This Electronic Funds Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. Indicated below are types of Electronic Funds Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **Preauthorized credits**

You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

### **Preauthorized payments**

You may make arrangements to pay certain recurring bills from your checking or savings account(s).

### **Electronic check conversion - types of transfers**

Your check can result in an electronic funds transfer. This can happen in several ways. For example: (1) You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer. (2) At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. (3) Paying such a fee electronically is an electronic funds transfer. (4) Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

## Internet Banking Computer Transfers - types of transfers

You may access your account(s) by computer through eCB to:

1. transfer funds from checking to checking;
2. transfer funds from checking to savings;
3. transfer funds from savings to checking;
4. transfer funds from savings to savings;
5. get information about the account balance of checking and/or savings accounts.

## DOCUMENTATION

### 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 (866)404-4111 to find out whether or not the deposit has been made.

- **Periodic statements**

You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. All statements are delivered online through eCB.

## PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$25.00 for each stop-payment request.

- **Notice of varying amounts**

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer**

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

## FINANCIAL INSTITUTION'S LIABILITY

### Liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to this agreement with you, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to, the following:

1. if, through no fault of ours, you do not have enough money in your Account to make the transfer;
2. if the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
3. if the systems were not working properly and you knew about the breakdown when you started the transfer;
4. if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
5. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the pay on a bill payment;
6. if you have not properly followed the instructions for using our Agreement with you;
7. if your operating system or software was not properly installed or functioning properly; or
8. there may be other exceptions stated in our Agreement with you.

Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

### CONFIDENTIALITY

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

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

## Liability of consumer for unauthorized transfers.

**(a) Conditions for liability.** A consumer may be held liable, within the limitations described in paragraph (b) of this section, for an unauthorized electronic fund transfer involving the consumer's account only if the financial institution has provided the disclosures required by Sec. 205.7(b)(1), (2), and (3). If the unauthorized transfer involved an access device, it must be an accepted access device and the financial institution must have provided a means to identify the consumer to whom it was issued.

**(b) Limitations on amount of liability.** A consumer's liability for an unauthorized electronic fund transfer or a series of related unauthorized transfers shall be determined as follows:

(1) *Timely notice given.* If the consumer notifies the financial institution within two business days after learning of the loss or theft of the access device, the consumer's liability shall not exceed the lesser of \$50 or the amount of unauthorized transfers that occur before notice to the financial institution.

(2) *Timely notice not given.* If the consumer fails to notify the financial institution within two business days after learning of the loss or theft of the access device, the consumer's liability shall not exceed the lesser of \$500 or the sum of:

(i) \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and

(ii) The amount of unauthorized transfers that occur after the close of two business days and before notice to the institution provided the institution establishes that these transfers would not have occurred had the consumer notified the institution within that two-day period.

(3) *Periodic statement; timely notice not given.* A consumer must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of the financial institution's transmittal of the statement to avoid liability for subsequent transfers. If the consumer fails to do so, the consumer's liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution establishes would not have occurred had the consumer notified the institution within the 60-day period. When an access device is involved in the unauthorized transfer, the consumer may be liable for other amounts set forth in paragraphs (b)(1) or (b)(2) of this section, as applicable.

(4) *Extension of time limits.* If the consumer's delay in notifying the financial institution was due to extenuating circumstances, the institution shall extend the times specified above to a reasonable period.

5) *Notice to financial institution.* (i) Notice to a financial institution is given when a consumer takes steps reasonably necessary to provide the institution with the pertinent information, whether or not a particular employee or agent of the institution actually receives the information.

(ii) The consumer may notify the institution in person, by telephone, or in writing.

(iii) Written notice is considered given at the time the consumer mails the notice or delivers it for transmission to the institution by any other usual means. Notice may be considered constructively given when the institution becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the consumer's account has been or may be made.

(6) *Liability under state law or agreement.* If state law or an agreement between the consumer and the financial institution imposes less liability than is provided by this section, the consumer's liability shall not exceed the amount imposed under the state law or agreement.

## UNAUTHORIZED TRANSFERS

### Contact us immediately in the event of unauthorized transfer

If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this Disclosure.

### Error Resolution Notice

In case of errors or questions about your electronic transfers call or write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account provisionally within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within 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.

## UCC Article 4A Disclosure

### The Provisional Payment Disclosure

Credit given by [us] to [you] with respect to an automated clearing house credit entry is provisional until [we] receive final settlement for such entry through a Federal Reserve Bank. If [we do not receive such final settlement, [you] are hereby notified and agree that [we] are entitled to a refund of the amount credited to [you] in connection with such entry, and the party making payment to [you] via such enter (i.e. the originator of the entry) shall not be deemed to have paid [you] in the amount of such entry.

### Notice Disclosure

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 the periodic statements we provide to you.

### Choice of Law Disclosure

[We] may accept on [your] behalf payment to [your] account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Washington as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account.

## Geographic Restrictions

The services and products described in this Agreement, and any application for credit and deposit services available at our Website are solely offered to citizens and residents of the United States, residing in the United States. Citizens and residents may not be able to access our online services outside the United States.

**Proficio Bank** <http://www.Proficiobank.com>  
**6985 Union Park Center, Suite 150**  
**Cottonwood Heights, UT 84047**  
**Business Days: Monday through Friday, Excluding Federal Holidays**  
**Telephone: (866)404-4111**

**Proficio Bank Privacy Policy**

**FACTS**

This Privacy Notice ("Notice") is being made by Proficio Bank ("Proficio").

**What does Proficio do with your personal information?**

**Why?**

Federal law requires us to tell you how we collect, share and protect your information. Federal law gives consumers the right to limit the ability of financial institutions to share your information. Proficio provides this information to all customers on an annual basis.

**What?**

Through our normal course of business we obtain nonpublic, personal information about you which we use to reach our goal of providing the highest level of service to our customers. Examples of this information include:

- Information you provide on applications or in communications with us, such as your name, address, employment information, date of birth, credit history and social security number;
- Information about your transactions with us, our affiliates and others, such as your account balance, fees, payments, withdrawals, deposits and information about the parties to whom you make payments;
- Information from consumer reporting agencies about your credit history and creditworthiness; and
- Information from public sources such as telephone directories and government records.

**Who?**

Proficio Bank may share the information discussed above with Affiliates and Non Affiliated Third Parties and to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Our Affiliates and examples of Non-Affiliates are provided under "Definitions".

**How?**

All financial companies need to share customer information in order to engage in the normal course of business, such as:

- To process transactions.
- To maintain customer accounts.
- To report to credit bureaus.

Listed below are reasons financial companies may share customer personal information, if Proficio chooses to share, and if you can limit this sharing.

<b>Reasons we may share your personal information</b>	<b>Does Proficio share?</b>	<b>Can you limit this sharing?</b>
<b>For the normal course of our business – to process your transactions, maintain your account, perform payment billing and payment processing, provide technical support, and report to the credit bureaus</b>	✓	✗
<b>For our marketing purposes – to offer you our products and services</b>	✓	✗
<b>For joint marketing with other financial companies</b>	✓	✗
<b>For our affiliates' normal course of business – information about your transactions and experiences</b>	✓	✗
<b>For our affiliates to market to you</b>	✓	✓
<b>For non-affiliates to market to you</b>	✓	✓

**Sharing Practices**

**How Proficio Collects Information**

We collect nonpublic, personal information through the events that occur in the normal course of business, such as:

- Opening accounts, processing deposits and withdrawals, loan applications, and payments.

We also obtain information from other entities such as credit bureaus, affiliates, and other companies.

**How Proficio Protects Your Information**

We maintain policies and procedures that are designed to keep your information confidential and secure. Access to your personal information is highly restricted and access is only granted to those employees and other parties who require that information to provide you with services on our behalf. These service providers have agreed in writing to maintain the same level of confidentiality and security that we do. We maintain physical, electronic and procedural safeguards, in compliance with applicable laws, regulations and industry standards, to secure your private information.

**How Can I Limit The Sharing Of My Information?**

If you would like to limit the sharing of your information by Proficio, contact us using one of the methods provided below. Unless we receive your request to opt out of information sharing we may begin sharing your information 30 days from this notice. You may contact us any time to limit the sharing of your information. (Note: CA & VT residents must opt-in for this sharing)

## Definitions

### Normal Course of Business

Actions that are needed by financial institutions in order to run their business and maintain customer accounts, examples are:

- Processing transactions, mailing, and auditing services.
- Providing information to the credit bureaus.
- Responding to court orders and legal investigations.

### Affiliates

Companies that are under the same ownership or control.

Our affiliates are NHB Holdings, Inc. and its affiliates.

### Non-Affiliates

Companies that are not related through ownership or control, examples include:

- Business partners who may provide financial and insurance products and services.
- Financial service providers who provide billing and payment processing.
- Non-financial companies such as direct marketers.
- Credit Bureaus.
- Other persons, companies, or government entities as permitted or required by law.

### Joint Marketing

Companies that perform marketing services on our behalf or other financial institutions with whom we jointly offer, endorse, or sponsor a financial product or service. When we have a joint marketing arrangement, we have entered into a contractual agreement with the third party that prohibits the third party from disclosing or using the information other than to carry out the purposes for which we disclosed the information.

### Limiting The Sharing Of My Information

If you wish to limit the sharing of your information, email us at [privacy@proficiobank.com](mailto:privacy@proficiobank.com) or call us at 1-866-404-4111 and inform us of your selections in the following areas (*your choices will apply to all individuals on the account*):

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market me.
- Do not share my personal information with non-affiliates to market their products and services to me.

### Sharing My Information

*(For California and Vermont residents only)*

If you wish to receive marketing information from our affiliates and non affiliates, email us at [privacy@proficiobank.com](mailto:privacy@proficiobank.com) or call us at 1-866-404-4111 and inform us of your selections in the following areas (*your choices will apply to all individuals on the account*):

- You may share information about my creditworthiness with your affiliates for their everyday business purposes.
- You may allow your affiliates to use my personal information to market me.
- You may share my personal information with non-affiliates to market their products and services to me.

### ACH Processing

A current copy of the ACH NACHA Rules manual is available at the bank. Any customer may review the manual at any time with questions regarding ACH processing rule and/or requirements. Rule books may be purchased by originators from NACHA at [nacha.org](http://nacha.org).

### Wire Transfers

In order to comply with Anti-Money Laundering requirements, the following information should be included on all wire transfers originated:

- Beneficiary name
- Beneficiary address
- Beneficiary city
- Beneficiary state
- If a foreign beneficiary the country should be included

**Common Features**

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account. Please note that these fees are assessed per item:

<i>Prices are effective xxx . This schedule lists the most commonly used services for our customer.</i>	
<i>Additional fees may apply when special services are required.</i>	
<b>General Fees</b>	<b>Pricing Per Item</b>
Daily Overdraft Fee	\$5.00
Faxes ( <i>outgoing, per page</i> )	\$2.50
Insufficient Funds	\$20.00
Notary Fee	\$2.00
Official Checks	\$4.00
Online Bill Pay	\$0.00
<i>First 15 bills per month</i>	\$0.00
<i>per item thereafter</i>	\$0.25
Photocopies	\$0.25
Records Search and Reconciling	
<i>per hour</i>	\$25.00
<i>Plus per copy</i>	\$1.00
Return Items ( <i>charge-backs</i> )	\$10.00
Stop Payments ( <i>per stop order</i> )	\$25.00

<b>Domestic Wire Transfers (Manual)</b>	
<i>Outgoing</i>	\$15.00
<i>Incoming Domestic</i>	\$5.00
<i>Outgoing International</i>	\$35.00
<b>Electronic Wire Transfers</b>	
<i>Available to eCB business customers</i>	
<i>Outgoing Domestic</i>	\$7.50
<b>Business/Analysis Services</b>	
<b>Account Maintenance</b>	
<i>Monthly</i>	\$15.00
<i>Zero Balance Accounts (ZBA)</i>	\$10.00
<b>Automated Clearing House (ACH)</b>	
<i>Credits Posted</i>	\$0.15
<i>Debits Posted</i>	\$0.15
<i>Electronic Items Originated</i>	\$0.15
<i>Returns</i>	\$2.50
<b>Cash Processing</b>	
<i>Cash/Currency Deposited (per \$100)</i>	\$0.00
<i>Coin/Currency Services</i>	\$0.00
<i>Coin Withdrawn (per roll)</i>	\$0.00
<i>Coin Deposited (loose)</i>	\$0.00
<i>Currency Withdrawn (per \$100)</i>	\$0.00

<b>Remote Deposit Capture</b>	
<i>Small to Mid Volume Business</i>	\$25.00
<b>eCommerce Banker (eCB)</b>	
<i>Basic Service</i>	\$0.00
<i>Full Service per month</i>	\$35.00
<i>(with ACH &amp; Wire Transfer Modules)</i>	
<b>Items Deposited</b>	
<i>On Us</i>	\$0.06
Checks/Debits/Withdrawals Posted	\$0.15
Credits/Deposits Posted	\$0.15
<i>Returned/Rerun/Charge-backs</i>	\$5.00
<i>Rejected Items</i>	\$1.25
Overdraft or Borrowed Funds	\$0.00
<i>Interest Rate .....WSJ Prime + 3%</i>	\$0.03
Positive Pay/Anti-Fraud ( <i>per account</i> )	\$15.00
Stop Payments	
<i>Electronic (via eCB)</i>	\$12.00
<b>Sweep Accounts</b>	
<i>Investment/Repo Sweeps</i>	\$50.00
<i>Loan Sweeps</i>	\$50.00
Vault Fee	\$0.00
<i>Armored car services available as quoted.</i>	