



A DIVISION OF CENTENNIAL BANK

**HappyBank.com**

A Home BancShares Company

**Happy State Bank | A Division of Centennial Bank**

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Disclosure Booklet

*Important account information for your review.*

**Member  
FDIC**

This book contains important information regarding Happy State Bank, a division of Centennial Bank accounts. Please review the general notices and account disclosures that pertain to your account type. For more information about Happy State Bank, a division of Centennial Bank and our products and services, please visit [HappyBank.com](http://HappyBank.com).

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# FACTS

## WHAT DOES HOME BANCSHARES, INC. DO WITH YOUR PERSONAL INFORMATION?



### Why?

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

### What?

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

- Social Security number and account balances
- Payment history and transaction history
- Account transactions and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Home BancShares, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Home BancShares, Inc. share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

### Questions?

Call toll-free (888)372-9788 or go to [www.my100bank.com/privacy](http://www.my100bank.com/privacy)

## Who we are

### Who is providing this notice?

Home Bancshares, Inc. and other companies listed in the Institutions within Home Bancshares, Inc. section below.

## What we do

### How does Home BancShares, Inc. protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

### How does Home BancShares, Inc. collect my personal information?

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Home BancShares, Inc. does not share with our affiliates.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Home BancShares, Inc. does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partner(s) include investment companies, insurance companies, and credit card companies.*

Institutions within Home BancShares, Inc.

Centennial Bank

Centennial Insurance Agency, Inc.

Cook Insurance Agency, Inc.

Freedom Insurance Group, Inc.

Centennial Bank doing business as giantbank.com

Centennial Bank doing business as Stonegate Bank

Centennial Bank doing business as Happy State Bank

GoldStar Trust Company

Centennial AL Investment Holdings, Inc.

Centennial NY Holdings, Inc.

Centennial REIT, Inc.

Centennial Capital, Inc.

**ACCOUNT AGREEMENT  
PERSONAL ACCOUNTS**



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

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

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement. Our privacy policy is available on our website. Notices of changes are subject to "Changes to Your Agreement below".

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

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

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

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

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

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

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

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we

cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

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

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

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

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

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

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

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

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

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

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

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

year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

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

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

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

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

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

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

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

## **STOP PAYMENTS.**

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

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

**STOP PAYMENT ON ACH DEBITS.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), *Nacha Operating Rules*, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the

Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

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

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

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

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

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

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

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

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

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

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

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or



other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

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

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

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

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

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

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

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

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

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

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

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

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

**Place of Arbitration and Costs.** If a face-to-face arbitration hearing will be held, unless you and we agree otherwise the hearing will be carried out in the federal judicial district where you live, or if you live outside the continental United States, at a location that you and we agree to, or if we are unable to agree, in Atlanta, Georgia. Like litigation in court, arbitration involves other fees, costs, and expenses which include the arbitrator's fee and expenses, your attorneys' fees and expenses, our attorneys' fees and expenses, and, possibly, expert witness fees and expenses. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee up to a maximum of \$1,000. All other fees and expenses, including arbitrator fees and expenses, attorneys' fees and expenses, expert witness fees and expenses, and

all other fees, costs, and expenses of the arbitration incurred by you and us shall be allocated by the arbitrator pursuant to applicable rules and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we

may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

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

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

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

**NOTICE**

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

**ACCOUNT AGREEMENT  
BUSINESS ACCOUNTS**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit,

nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

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

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

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

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

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

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

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

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

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

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

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

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

## **STOP PAYMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

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

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

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

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

**NOTICE**

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

## ELECTRONIC FUND TRANSFER DISCLOSURE



For purposes of this disclosure the terms "we", "us" and "our" refer to CENTENNIAL BANK D/B/A HAPPY STATE BANK. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your consumer debit card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by CENTENNIAL BANK D/B/A HAPPY STATE BANK in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### CONSUMER DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, and you may pay bills directly from your checking account in the amounts and on the days you request.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

#### **ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): MasterCard, NYCE.

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

**OTHER ATM SERVICES.** In addition, you may perform the following transactions: When making a check deposit at a Happy State Bank or Centennial Bank ATM that is Deposit Automation enabled, there will be a \$5,000 aggregate deposit limit per debit card per calendar day. Each check deposit will have a 30 check limit per transaction. Each cash deposit will have a 50 bill limit per transaction.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase.

We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- consumer debit card: Checking account(s), NOW account(s), and Money Market account(s).

Your Debit card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

Any ATM/Debit Card issued against your account(s) unused for a period of twelve months will be closed and access to your account(s) removed.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**IMPORTANT ADDITIONAL FEE NOTICE.** Mastercard® charges us a Currency Conversion Fee of 1% of the transaction amount for performing currency conversions and a Cross-Border Fee of 1% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

#### **PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF INTERNET BANKING.** CENTENNIAL BANK D/B/A HAPPY STATE BANK offers its customers use of our Internet Banking service.

**Limitations.** Not all internet banking services are available for all account types. Refer to your new account documents for details.

**Messages.** Communicate with Centennial Bank d/b/a Happy State Bank via this secure message system.

**View Accounts.** View account information and transaction history of your Centennial Bank d/b/a Happy State Bank checking, NOW, Money Market account and savings accounts; review account detail of your Centennial Bank d/b/a Happy State Bank bank mortgage, time deposits, loans, credit cards and IRAs.

**Account Transfers.** Transfer funds between your Centennial Bank d/b/a Happy State Bank accounts online. Note: Some accounts may have limitations.

**Documents.** View electronic versions of your paper-based bank statements and notices. To stop a delivery of your paper statement and receive your statements via email, you must edit your profile to enroll in E-Statements. With E-Statements, Centennial Bank d/b/a Happy State Bank customers can view statements for 24 consecutive months from the date of enrollment.

**Check Orders.** Order Checks from the convenience of your computer.

**Bill Payments.** Centennial Bank d/b/a Happy State Bank's Bill Payment services allow you to set up payees, securely make one-time or scheduled recurring payments from any of your Centennial Bank d/b/a Happy State Bank checking and NOW accounts, review payment records and more. Centennial Bank d/b/a Happy State Bank works with most major companies so you may enroll and receive electronic bills directly from Bill Payment.

**Tax Payments.** Access The Electronic Federal Tax Payment System® tax payment service, provided free by the U.S. Department of the Treasury. After you've enrolled and received your credentials, you can pay any tax due to the Internal Revenue Service (IRS) using this system.

**Alerts.** Setup automatic notification of account activities, including minimum and maximum balance thresholds, NSF/OD activity, loan payment and time deposit renewal information.

**Enroll in Mobile Banking.** As an Online Banking customer, if eligible, you also have the ability to enroll in Mobile banking.

This service allows customers to check balances and account activity, transfer funds (dollar limitations may apply), pay bills (when you also subscribe to Centennial Bank d/b/a Happy State Bank Online Bill Pay service), make mobile deposits (some restrictions may apply), locate ATMs and branches, all from the convenience of your mobile device.

**Enroll in Save the CENTS.** As an Online Banking customer, if eligible, you also have the ability to enroll in the Save the CENTS service (some restrictions may apply). We will round up the amount of any MasterCard® debit card purchase made by you or any MasterCard® debit cardholder on your Checking Account to the next whole dollar amount in excess of the posted transaction amount and transfer the excess amount from your Checking Account to the designated Savings Account.

**Enroll in Centennial Bank d/b/a Happy State Bank together with Zelle®** – As an Online Banking customer, if eligible, you also have the ability to enroll in Centennial Bank d/b/a Happy State Bank together with Zelle (some restrictions may apply). Centennial Bank d/b/a Happy State Bank together with Zelle is a convenient way to send and receive money from friends, family and other people you know and trust. You can send money to almost anyone with an eligible U.S.-based bank account using their email address or U.S. mobile phone number. When you enroll and register in Centennial Bank d/b/a Happy State Bank together with Zelle using Centennial Bank d/b/a Happy State Bank's Online Banking or Centennial Bank d/b/a Happy State Bank's Mobile Banking we establish a connection between your email address or U.S. mobile phone number and your eligible Centennial Bank d/b/a Happy State Bank checking account.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - CONSUMER DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. CENTENNIAL BANK D/B/A HAPPY STATE BANK reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$1,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **OTHER WITHDRAWAL LIMITATIONS.**

**Centennial Bank together with Zelle.** Transactions are subject to limits on the amount and frequency of transfers from your account. These limits are designed to be flexible in order to protect the security and integrity of the service and accounts, including protecting you and all other users of the service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the service and may be modified at our sole discretion without advance notice.

#### **OTHER LIMITATIONS.**

- We reserve the right to impose limitations for security purposes at any time. These limitations include limitations on the use of bill payment and internal and external transfers through our online/mobile banking channels.

We reserve the right to deactivate any access device on or after 6 months of inactivity. An access device includes any channel that allows electronic transfers on an account such as Zelle, Bill Pay, and any other online account access.

(Please see Consumer Liability section for further definition) Customers will be notified within a minimum of 21 days of deactivation.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction

number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** 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)372-9788 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify CENTENNIAL BANK D/B/A HAPPY STATE BANK immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM or at any Happy State Bank or Centennial Bank branch.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (888)372-9788

or

write to: Centennial Bank

P. O. Box 966

Conway, AR 72033

Email us at [info@my100bank.com](mailto:info@my100bank.com) or use the current information on your most recent account statement, or visit any of our branches.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (888)372-9788 (8:00am - 6:00pm CST)

or

write to: Centennial Bank  
P. O. Box 966  
Conway, AR 72033

Email us at [info@my100bank.com](mailto:info@my100bank.com), or use the current information on your most recent account statement, or visit any of our branches.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING CONSUMER DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (888)372-9788

or

write to: Centennial Bank  
P. O. Box 966  
Conway, AR 72033

or

email us at: [info@my100bank.com](mailto:info@my100bank.com) or visit any of our branches

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact CENTENNIAL BANK D/B/A HAPPY STATE BANK no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide



to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**PER TRANSACTION CHARGE.** We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Schedule of Fees to determine the applicable amount.

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Schedule of Fees, which is hereby incorporated into this document.

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Happy State Bank upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com))

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 your permission in a record or writing.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and CENTENNIAL BANK D/B/A HAPPY STATE BANK.

*Zelle* and the *Zelle* related mark are wholly owned by Early Warning Services, LLC and are used herein under license.

## FUNDS AVAILABILITY POLICY DISCLOSURE



**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in an account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to CENTENNIAL BANK D/B/A HAPPY STATE BANK. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business 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 the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**AVAILABILITY SCHEDULE.** Our policy is to make funds from your cash and 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 in cash and we will use them to pay checks that you have written.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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 \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account and checks drawn on us will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the first Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the ninth Business Day after the day of deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**DEPOSITS AT AUTOMATED TELLER MACHINES. ADDITIONAL ATM INFORMATION.**

If you make a deposit at an automated teller machine (ATM) that is envelope deposit enabled and is owned and operated by us before 2:00pm Central Time on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 2:00pm Central Time, or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

If you make a deposit at an automated teller machine (ATM) that is Deposit Automation enabled and is owned and operated by us before 6:00pm Central Time on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 6:00pm Central Time, or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

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**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT****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 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 \$2,500.00 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 by:

Phone at: (888)372-9788 or  
Mail at: Centennial Bank d/b/a Happy State Bank  
P. O. Box 966  
Conway, AR 72032

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 check such as the check number, the name of the person to whom you wrote the check, the amount of the check.



## Overdraft Privilege Account Disclosure For Personal Accounts

As a benefit to our customers, we offer a useful feature on some of our checking account products — an Overdraft Privilege. This feature may save you time as well as the additional fees charged by many other companies for returned items.

The Overdraft Privilege should only be used to cover the occasional overdraft. The bank reserves the right to make the final decision as to whether it **will** or **will not** pay any non-sufficient item(s) presented against your account. You will be charged the normal Non-Sufficient Funds/Overdraft handling fee of \$35.00 for **each item** paid as set forth in our current fees schedule

—the same as if we returned your check unpaid. Such fees may also be imposed in connection with transactions that overdraw your account, such as in person withdrawals, preauthorized automatic debits, or other electronic transfers. Fees described above may also be imposed on one time debit card or ATM transactions, should you Opt-In to the Federal Reserve issued Regulation E governing these items. **It is our policy to pay/post the following items in an order from lowest amount to highest amount for a particular business day: All internal items including teller transactions, wire transfers and any items owed to the bank; followed by ATM withdrawals, Debit Card Withdrawals, ACH transactions, and Checks (posted/paid in check number order). Posting order may affect the number of insufficient items paid and overdraft fees incurred for a particular business day.**

**YOUR CHECKING ACCOUNT BALANCE.** Your checking account has two kinds of balances: (1) the “ledger” or “current” balance and (2) the “available” balance. Balance types may be checked when you review your account online, through mobile banking, at an ATM, at a branch, or if you call the bank. It is important to understand how each balance works so that you know how much money is in your account at any given time. **“Available Balance” is used to determine when your account is overdrawn.**

If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank’s Fee Schedule. **Overdraft” means there is insufficient “available” balance in your checking account for use.** An insufficient available balance may result for several reasons, including: (A) the payment of checks, electronic funds transfers or other withdrawal requests; (B) pending payments authorized by you; (C) the return, unpaid, of items deposited by you; (D) the imposition of applicable service charges; and (E) the deposit of items, which, according to the bank’s Funds Availability Policy, are treated as not yet “available” or finally paid.

**Ledger Balance.** Your ledger balance (also known as current balance) is your account balance at the end of the previous business day. It does not include any transactions made since the previous business day.

**Available Balance.** The available balance is your account balance at the end of the previous day, plus or minus any transactions that have been made since, such as deposits, debit card transactions, ATM withdrawals, payments scheduled for today and pending transactions (such as pending pre-authorized debit card transactions) that the bank has authorized but that have not yet posted to your account. The available balance reflects transactions that are known by the Bank and may not reflect all outstanding transactions such as checks that have not been cashed or presented for payment.

**Example of Overdraft Fee for Insufficient Available Balance.** If your ledger/current balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$40, a hold is placed on your account and your available balance will be reduced to \$60. Your ledger/current balance is still \$100 because the transaction has not yet posted to your account. If a check that you had previously written for \$70 clears through your account before the restaurant charge is sent to the bank for processing, you will incur an overdraft fee. This is because your available balance was \$60 when the \$70 check was paid.

**CONDITIONS FOR THE PRIVILEGE:** Naturally, it is always the policy of our bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

Accordingly, there are a few conditions that will apply in order to receive and maintain this Overdraft Privilege feature. Each qualifying account will be provided with a \$500 Overdraft Privilege Limit subject to the following conditions:

- Must be eighteen (18) years old to qualify for this service.
- Account must be opened for at least 90 days and have \$500 in aggregate deposits in the 2 most recent statement cycles to qualify for this service. All accounts that fail the first 90 day check will be reviewed again during the 30 days following, and if they qualify based on deposits, will be included in the program. **Those that fail to qualify will not be re-evaluated.**

**SUSPENSION OF PRIVILEGE:** After your Overdraft Privilege has been activated, we may suspend your privilege without notice at our discretion or if we become aware of any violation of the above referenced conditions.

- You must also bring your account to a positive balance at least once every thirty-one (31) days to maintain your Overdraft Privilege in good standing. **In doing so, your overdraft privilege will be automatically reinstated.**
- Your account will be closed if it remains in an overdraft status for a period of sixty (60) consecutive days; **however, the closure of your account does not relieve you of the obligation to pay the overdraft balance.**

**Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.**

**WAIVER:** The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

**ARBITRATION: THE BANK AND YOU HEREBY ACKNOWLEDGE THAT ANY CONTROVERSY ARISING OUT OF THIS OVERDRAFT PRIVILEGE OR BANK'S OR YOUR PERFORMANCE HEREUNDER SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS PROHIBITED BY LAW. THE TERMS AND CONDITIONS OF ANY ARBITRATION PROCEEDING ARE SET FORTH IN THE ACCOUNT AGREEMENT BETWEEN YOU AND THE BANK.**

**OPT OUT NOTICE:** You have the right to refuse this privilege if you choose. Please ask your customer service representative about your decision to opt out. **You may also ask about less expensive alternatives to this Overdraft Privilege program, such as: linking to another account at the bank or linking to an established line of credit.**

### What You Need to Know about Overdrafts and Overdraft Fees

An **overdraft** occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in different ways:

- We have standard overdraft practices that come with your account.
- We also offer overdraft protection plans, such as a link to any checking, savings, NOW, or money market account owned by the customer for overdraft protection account or a line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask about these plans.

### THIS NOTICE EXPLAINS OUR STANDARD OVERDRAFT PRACTICE

➤ **WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?**

- We do authorize and pay overdrafts for the following types of transactions:
  - Checks and other transactions made using your checking account number
  - Automatic bill payments
- We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):
  - ATM transactions
  - Everyday debit card transactions
- We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

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

➤ **WHAT FEES WILL I BE CHARGED IF HAPPY STATE BANK PAYS MY OVERDRAFT?**

Under our standard overdraft practices:

- We will charge you a fee of up to **\$35.00** each time we pay an overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.
- If the account is linked to an alternative overdraft protection plan, you will be charged a fee of \$5 for each transfer (excluding transfers from Lines of Credits).

➤ **WHAT IF I WANT HAPPY STATE BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?**

If you want to change your previously selected Overdraft authorization for paying ATM and everyday debit card transactions, call 800-447-2265 or visit a representative at any Happy State Bank branch location.





## Overdraft Privilege Account Disclosure For Business Accounts

As a benefit to our customers, we offer a useful feature on some of our checking account products — an Overdraft Privilege. This feature may save you time as well as the additional fees charged by many other companies for returned items.

The Overdraft Privilege should only be used to cover the occasional overdraft. The bank reserves the right to make the final decision as to whether it **will** or **will not** pay any non-sufficient item(s) presented against your account. You will be charged the normal Non-Sufficient Funds/Overdraft handling fee of \$35.00 for **each item** paid as set forth in our current fees schedule — the same as if we returned your check unpaid. Such fees may also be imposed in connection with transactions that overdraw your account, such as in person withdrawals, preauthorized automatic debits, or other electronic transfers. **It is our policy to pay/post the following items in an order from highest amount to lowest amount for a particular business day: All internal items including teller transactions, wire transfers and any items owed to the bank; followed by ATM withdrawals, Debit Card Withdrawals and ACH transactions and checks (posted/paid in check number order). Posting order may affect the number of insufficient items paid and overdraft fees incurred for a particular business day.**

**YOUR CHECKING ACCOUNT BALANCE.** Your checking account has two kinds of balances: (1) the “ledger” or “current” balance and (2) the “available” balance. Balance types may be checked when you review your account online, through mobile banking, at a branch, or if you call the bank. It is important to understand how each balance works so that you know how much money is in your account at any given time. **“Available Balance” is used to determine when your account is overdrawn.**

If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank’s Fee Schedule. **Overdraft” means there is insufficient “available” balance in your checking account for use.** An insufficient available balance may result for several reasons, including: (A) the payment of checks, electronic funds transfers or other withdrawal requests; (B) pending payments authorized by you; (C) the return, unpaid, of items deposited by you; (D) the imposition of applicable service charges; and (E) the deposit of items, which, according to the bank’s Funds Availability Policy, are treated as not yet “available” or finally paid.

**Ledger Balance.** Your ledger balance (also known as current balance) is your account balance at the end of the previous business day. It does not include any transactions made since the previous business day.

**Available Balance.** The available balance is your account balance at the end of the previous day, plus or minus any transactions that have been made since, such as deposits, debit card transactions, ATM withdrawals, payments scheduled for today and pending transactions (such as pending pre-authorized debit card transactions) that the bank has authorized but that have not yet posted to your account. The available balance reflects transactions that are known by the Bank and may not reflect all outstanding transactions such as checks that have not been cashed or presented for payment.

**Example of Overdraft Fee for Insufficient Available Balance.** If your ledger/current balance and available balance are both \$100 and you swipe your debit card at a restaurant for \$40, a hold is placed on your account and your available balance will be reduced to \$60. Your ledger/current balance is still \$100 because the transaction has not yet posted to your account. If a check that you had previously written for \$70 clears through your account before the restaurant charge is sent to the bank for processing, you will incur an overdraft fee. This is because your available balance was \$60 when the \$70 check was paid.

**CONDITIONS FOR THE PRIVILEGE:** Naturally, it is always the policy of our bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Accordingly, there are a few conditions that will apply in order to receive and maintain this Overdraft Privilege feature. Each qualifying account will be provided with a \$500 Overdraft Privilege Limit subject to the following conditions:

- Must be eighteen (18) years old to qualify for this service.
- Account must be opened for at least 90 days and have \$500 in aggregate deposits in the 2 most recent statement cycles to qualify for this service. All accounts that fail the first 90 day check will be reviewed again during the 30 days following and if they qualify based on deposits, will be included in the program. **Those that fail to qualify will not be re-evaluated.**



**SUSPENSION OF PRIVILEGE:** After your Overdraft Privilege has been activated, we may suspend your privilege without notice at our discretion or if we become aware of any violation of the above referenced conditions.

- You must also bring your account to a positive balance at least once every thirty-one (31) days to maintain your Overdraft Privilege in good standing. **In doing so, your overdraft privilege will be automatically reinstated.**
- Your account will be closed if it remains in an overdraft status for a period of sixty (60) consecutive days; **however, the closure of your account does not relieve you of the obligation to pay the overdraft balance.**

Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**WAIVER:** The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

**ARBITRATION: THE BANK AND YOU HEREBY ACKNOWLEDGE THAT ANY CONTROVERSY ARISING OUT OF THIS OVERDRAFT PRIVILEGE OR BANK'S OR YOUR PERFORMANCE HEREUNDER SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT AS PROHIBITED BY LAW. THE TERMS AND CONDITIONS OF ANY ARBITRATION PROCEEDING ARE SET FORTH IN THE ACCOUNT AGREEMENT BETWEEN YOU AND THE BANK.**

**OPT OUT NOTICE:** You have the right to refuse this privilege if you choose. Please ask your customer service representative about your decision to opt out. **You may also ask about less expensive alternatives to this Overdraft Privilege program, such as: linking to another account at the bank or linking to an established line of credit.**



Effective 06/13/2022

The following fees may be assessed against your account:

**Note: Some fees may not apply to all account types. If you have an account, please see the Truth in Savings document provided in your account opening packet for fee exclusions.**

#### Consumer Billpay

Basic Bill Pay Service	Free
Expedited Electronic Payment	\$6.95
Charitable Donation	\$1.99 per transaction
Gift Pay	\$2.99 per transaction
Overnight Expedited Check Payment	\$34.95
Second Day Expedited Check Payment	\$29.95

#### Business Billpay

Basic Bill Pay Service	Free
Bill Pay Service with Payroll Processing	\$15.00 per payroll file
Expedited Electronic Payment	\$6.95
Charitable Donation	\$1.99 per transaction
Gift Pay	\$2.99 per transaction
Overnight Check Payment	\$34.95
Second Day Expedited Check Payment	\$29.95

#### Cash Processing Fee – All Business Checking Accounts

No charge for cash deposits up to \$7500.00 per month on all business checking account types.	\$ .20 per each \$100.00 in excess of \$7500.00 per month
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#### Check Fees

Cashier's Checks (Customers Only)	\$7.00
Check Printing	Varies, based on style of check ordered
Copy of Check	\$2.00 each
Temporary Check Printing	\$1.00 each

#### Non-Sufficient Funds/Overdraft Fees

Non-Sufficient Funds Fee*	\$35.00 per returned item
Overdraft Fee*	\$35.00 per paid item

\*Above fees incurred on the same day may appear on a periodic statement as one sum of all fees incurred that day.

\*A non-sufficient funds item or overdraft item may be created by check, In-person withdrawal, ATM withdrawal, or other electronic means.

#### Miscellaneous Fees

Account Activity Printout	\$2.00
Account Research/Reconciliation	\$25.00 per hour, plus \$2.00 per item
Closing of Account Due to Charge Off	\$50.00
Closing of New Account (within 6 months of account opening)	\$25.00
Collection Items (incoming and outgoing)	\$35.00 per item
Canadian Item Processing	\$15.00 per item
Dormant Account Fee (an account becomes dormant if we have had no communication with you regarding your account(s) in 365 days for checking accounts or 730 days for Savings and Money Market accounts)	\$5.00 per month
ATM Balance Inquiry Fee or Transaction Fee at a Non-Centennial Bank or Non-Publix ATM	\$2.00* each
International ATM Balance Inquiry Fee or Transaction Fee	\$5.00* each
*Present ATM receipts to a teller or banker for reimbursement of ATM fees within 60 days of transaction.	
Foreign Currency Conversion	\$35.00
Garnishments and Levies	\$150.00
Hold Statement	\$10.00 per month
International Card Purchase (ISA)	1% of purchase amount
IRA Transfer Fee (when transfer is outside Centennial Bank)	\$50.00
Lock Bag	Small \$35.00; Large \$40.00
Medallion Stamp (Customers Only)	\$25.00
Night Deposit Keys (above 2)	\$2.00 each
Notary Fee	\$5.00
Overdraft Protection Transfer	\$5.00 per transfer (excludes transfers from lines of credit)
Photocopies	\$1.00 per page
Replacement Debit Card	\$10.00
Returned Deposit Item	\$5.00
Statement Copies	\$5.00 each
Stop Payment Fee	\$35.00
Telephone Transfers (\$25 Minimum)	\$2.00 each
Zipper Bag	\$5.00

#### Safe Deposit Box Fees

A variety of Safe Deposit Box are offered; contact your local branch for size availability and pricing

Varies based on box size, \$5 discount available if payment is drafted automatically each year.

Drilling Fee	\$250.00
Late Fee	\$10.00
Lost Key/Key Deposit	\$25.00

**Savings/Money Market Transaction Limitations**

You may make 6 withdrawals from your account every month. You will be charged for withdrawals in excess of 6 per month.  
 \*Exception: Christmas Savings account will be charged \$5 for each withdrawal except for the annual payout in November.

Savings - \$5 each withdrawal in excess of 6 per month  
 Money Market - \$10 each withdrawal in excess of 6 per month

**Wire Transfer Fees**

All Incoming Wires	\$15.00
Outgoing Domestic Wire Transfers	\$25.00
Outgoing Foreign Wire Transfers	\$50.00
Cuba Incoming wires	\$50.00
Cuba Outgoing Wires	\$60.00 plus 1% currency conversion fee (minimum currency conversion fee is \$100.00 other fees may apply)

**Notice**

We may require no less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 365 days of inactivity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**CHECKING ACCOUNT WITH SUBACCOUNTS** This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. We will make internal transfers between these two subaccounts, however, that will have no effect on your account or your ability to use it. See your Account Agreement for additional information.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

This account includes free eStatements, or a \$5 monthly service fee for a paper statement will be assessed.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**ELIGIBILITY REQUIREMENTS.** Customer may not owe Centennial Bank or Centennial Bank d/b/a Happy State Bank on any previous charge-off account. Qualifile score must be 540 or higher. Customer may request other checking products after 12 months in good standing in the Opportunity 100 account. Good standing is defined as 3 or less overdraft occurrences and maintaining an average collected balance of at least \$300. New Qualifile report required to show repayment of unpaid closure at all institutions and have a score of 580 or higher.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 365 days of inactivity.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**CHECKING ACCOUNT WITH SUBACCOUNTS** This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. We will make internal transfers between these two subaccounts, however, that will have no effect on your account or your ability to use it. See your Account Agreement for additional information.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

This account includes a \$9.95 monthly fee if the account has direct deposit and a fee of \$12.95 if the account does not have direct deposit.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**RATE INFORMATION.** The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$2,500.00	May Vary	May Vary
2	Equal to or greater than \$2,500.00 but less than \$10,000.00	May Vary	May Vary
3	Equal to or greater than \$10,000.00 but less than \$25,000.00	May Vary	May Vary
4	Equal to or greater than \$25,000.00 but less than \$50,000.00	May Vary	May Vary
5	Equal to or greater than \$50,000.00 but less than \$100,000.00	May Vary	May Vary
6	Equal to or greater than \$100,000.00 but less than \$250,000.00	May Vary	May Vary
7	Equal to or greater than \$250,000.00 but less than \$999,999,999.99	May Vary	May Vary

Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account. A Minimum Balance Fee of \$10.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$500.00.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 365 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**CHECKING ACCOUNT WITH SUBACCOUNTS** This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. We will make internal transfers between these two subaccounts, however, that will have no effect on your account or your ability to use it. See your Account Agreement for additional information.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**ELIGIBILITY REQUIREMENTS.** This account is designed for those with high deductible health insurance policies.

**RATE INFORMATION.** The interest rate on your account may vary. Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 365 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**HEALTH SAVINGS ACCOUNT.** Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information.

**Additional Information Regarding Your Account**

If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

**CHECKING ACCOUNT WITH SUBACCOUNTS** This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. We will make internal transfers between these two subaccounts, however, that will have no effect on your account or your ability to use it. See your Account Agreement for additional information.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).



**RATE INFORMATION.** The interest rate on your account may vary. Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account. A minimum balance fee of \$10.00 will be imposed every statement cycle if the daily balance on any day of the statement cycle falls below \$2,500.00.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 730 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** You may make 6 withdrawal(s) from your account every month.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

You will be charged a \$10 fee for each withdrawal in excess of 6 during a statement cycle.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**ELIGIBILITY REQUIREMENTS.** At least one customer on the account must be age 50 or older.

**RATE INFORMATION.** The interest rate on your account may vary. Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 365 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**CHECKING ACCOUNT WITH SUBACCOUNTS** This provision only applies to Checking and Negotiable Order of Withdrawal ("NOW") accounts. Your account consists of two subaccounts; a checking subaccount and a savings subaccount. We will make internal transfers between these two subaccounts, however, that will have no effect on your account or your ability to use it. See your Account Agreement for additional information.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**RATE INFORMATION.** The interest rate on your account may vary. Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded every 3 months and will be credited to the account every 3 months. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account. A service charge of \$3.00 will be imposed every month if the daily balance on any day of the month falls below \$100.00.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per month will be charged after 730 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** You may make 6 withdrawal(s) from your account every month. You will be charged \$5 for each withdrawal in excess of 6 during a month.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.**

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**ELIGIBILITY REQUIREMENTS.** You must have a combined aggregate balance of \$10,000 in deposits in order to qualify for this type of product.

**RATE INFORMATION.** The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Interest Rate	Annual Percentage Yield (APY)
1	Below \$10,000.00	May Vary	May Vary
2	Equal to or greater than \$10,000.00 but less than \$25,000.00	May Vary	May Vary
3	Equal to or greater than \$25,000.00 but less than \$50,000.00	May Vary	May Vary
4	Equal to or greater than \$50,000.00 but less than \$100,000.00	May Vary	May Vary
5	Equal to or greater than \$100,000.00 but less than \$250,000.00	May Vary	May Vary
6	Equal to or greater than \$250,000.00 but less than \$500,000.00	May Vary	May Vary
7	Equal to or greater than \$500,000.00 but less than \$1,000,000.00	May Vary	May Vary
8	Equal to or greater than \$1,000,000.00 but less than \$999,999,999.99	May Vary	May Vary

Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account. The customer must have \$10,000 in combined deposit accounts to open this account. A service charge of \$10.00 will be imposed every statement cycle if the daily balance on any day of the the statement cycle of the customer's combined deposit balance falls below \$10,000.00.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per statement cycle will be charged after 2 years of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** You may make 6 withdrawal(s) from your account every month.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** If the Bank pays an overdraft, you will be charged a Non-Sufficient Funds/Overdraft fee as described in the Bank's Fee Schedule. "Overdraft" means there is an insufficient "available" balance in your checking account for use.

**Available Balance** Your available balance is the amount of the actual balance that is available to you for use without incurring an overdraft fee or transfer fee (as applicable). Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that the bank has authorized but that have not posted to your account.

You will be charged a \$10 fee for each withdrawal in excess of 6 during a statement cycle.

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**ELIGIBILITY REQUIREMENTS.** Available to customers 18 and younger. Upon primary owner's 19th birthday, the account will automatically change to a Personal Savings account. Personal Savings accounts are subject to \$3 monthly service charge if the balance falls below \$100.

**RATE INFORMATION.** The interest rate on your account may vary. Your interest rate and annual percentage yield may change.

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

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded every 3 months and will be credited to the account every 3 months. If you close your account before interest is credited, you will not receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$10.00 to open this account.

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$5.00 per month will be charged after 730 days of inactivity.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

**ACCRUAL 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).

**TRANSACTION LIMITATIONS.** You may make 6 withdrawal(s) from your account every month. You will be charged \$5.00 for each withdrawal in excess of 6 during a month.

#### **ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.**

**ACCOUNT CLOSING FEE.** If you close your account within 180 days of opening, you will be charged a \$25 fee.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**RATE INFORMATION.** The interest rate on your account may vary. You will be paid this interest rate until maturity.

**COMPOUNDING AND CREDITING.** Interest will be compounded every 3 months and will be credited to the account every 3 month(s). The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** You cannot make deposits into this account during its term. Any withdrawals from this account are subject to early withdrawal penalties.

**MATURITY DATE.** Maturity dates vary.

**EARLY WITHDRAWAL PROVISIONS.** We may impose a penalty if you withdraw any or all of the deposited funds before the maturity date. A time deposit from which withdrawals are made must impose an early withdrawal penalties of at least 7 days simple interest on amounts withdrawn within 6 days after the account is opened or 6 days after a previous withdrawal.

If the term is 30 days to 5 months, you are subject to a 1 month interest penalty.

If the term is 6 months to 23 months, you are subject to a 3 month penalty.

If the term is 24 months to 60 months, you are subject to a 6 month penalty.

**RENEWAL POLICIES.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).

**RATE INFORMATION.** The interest rate on your account may vary. You will be paid this interest rate until maturity.

**COMPOUNDING AND CREDITING.** Interest will be compounded every 3 months and will be credited to the account every 3 month(s). The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$500.00 to open this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** You cannot make deposits into this account during its term. Any withdrawals from this account are subject to early withdrawal penalties.

**MATURITY DATE.** Maturity dates vary.

**EARLY WITHDRAWAL PROVISIONS.** We may impose a penalty if you withdraw any or all of the deposited funds before the maturity date. A time deposit from which withdrawals are made must impose an early withdrawal penalties of at least 7 days simple interest on amounts withdrawn within 6 days after the account is opened or 6 days after a previous withdrawal.

If the term is 30 days to 5 months, you are subject to a 1 month interest penalty.

If the term is 6 months to 23 months, you are subject to a 3 month interest penalty.

If the term is 24 months to 60 months, you are subject to a 6 month interest penalty.

**RENEWAL POLICIES.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

**FEES AND CHARGES.** Please refer to the separate Schedule of Fees provided to you with this disclosure for information about fees and charges associated with this account. A Schedule of Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

The Schedule of Fees may also be found on the Happy State Bank website ([www.happybank.com](http://www.happybank.com)).





**RATE INFORMATION.** The interest rate on your account may vary. You will be paid this interest rate until maturity.

**COMPOUNDING AND CREDITING.** Interest will be compounded every 3 months and will be credited to the account every 3 month(s). The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. If you close your account before interest is credited, you will receive the accrued interest.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$100.00 to open this account.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL ON NONCASH DEPOSITS.** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**TRANSACTION LIMITATIONS.** After the account is opened, you may make deposits into the account until the maturity date. Any withdrawals from this account are subject to early withdrawal penalties.

**INDIVIDUAL RETIREMENT ACCOUNT.** Individual Retirement Accounts (IRAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your IRA Agreement or your tax advisor for additional information.

**MATURITY DATE.** Maturity dates vary.

**EARLY WITHDRAWAL PROVISIONS.** We may impose a penalty if you withdraw any or all of the deposited funds before the maturity date.

If the term is 30 days to 5 months, you are subject to a 1 month interest penalty.

If the term is 6 months to 23 months, you are subject to a 3 month interest penalty.

If the term is 24 months to 60 months, you are subject to a 6 month interest penalty.

If you withdraw funds from this account when it is not in its 10 day grace period and if you are not receiving a Required Minimum Distribution (RMD) you may be subject to the above mentioned early withdrawal penalty.

**RENEWAL POLICIES.** Your account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty.

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