

# SFGI Direct, a Division of Summit Community Bank

## Savings Account Disclosure and Agreement Terms to Establish an Account with SFGI Direct, a Division of Summit Community Bank

### INFORMATION APPLICABLE TO THE SFGI DIRECT SAVINGS ACCOUNT

This Disclosure and Account Agreement (the "Agreement") contains terms and conditions applicable to your SFGI Direct Savings Account (the "Account"). SFGI Direct is a Division of Summit Community Bank (the "Bank"). In the Agreement, "you" or "your" refers to the person(s) subscribing to open an SFGI Direct Savings Account, "we", "us" or "our" refers to SFGI Direct, a Division Summit Community Bank and any agent, independent contractor, designee, or assignee that the Bank, in its sole discretion, may involve in the provision of services related to the Account.

### FDIC INSURANCE NOTICE

**SFGI Direct is a Division of Summit Community Bank. SFGI Direct and Summit Community Bank are the same Federal Deposit Insurance Corporation (FDIC)-insured institution. Deposits held under each trade name of Summit Community Bank or SFGI Direct are not separately insured but are combined to determine whether a deposit exceeded the applicable FDIC insurance limit. Each depositor is insured up to the maximum amount allowed by the FDIC Deposit Insurance Coverage Limit in effect.**

### ACCOUNT TYPE

The Account type is a savings account. We reserve the right to require seven days' written notice before any withdrawal. This disclosure will explain applicable transaction limits, fees, interest rates, and balance requirements.

### APPLYING FOR OR OPENING A NEW ACCOUNT

By opening your SFGI Direct Savings Account you are authorizing us to transfer funds electronically which then will be processed through an Automated Clearing House ("ACH") entry from a transaction account designated by you at an external financial institution (the "External Account"). A \$500.00 or greater initial deposit (\$25,000.00 maximum initial deposit) is required to establish the Account; however, thereafter no minimum deposit is required to maintain the Account. The External Account must be a U.S. transaction account, i.e., a personal checking account at a bank branch in the United States. We may take additional steps to verify ownership of the External Account. Such steps may include, but are not limited to, requesting a voided check, a cancelled check, a copy of a recent account statement, or confirming a trial deposit amount. You authorize us to make two small deposits (less than one dollar) to the External Account so that we may verify ownership of the External Account by asking you to confirm these amounts. The amount that you designate as your initial funding will be debited via ACH on the business day following the acceptance of your application.

Your opening deposit amount will not be available to you for five (5) business days after you charge the External Account.

To help the government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you apply for an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. In order to establish a SFGI Direct Savings Account, you must be at least 18 years of age, a U.S. citizen or a Resident Alien with a valid social security number and have a residential address in the United States.

### ACCOUNT FEES

There are no minimum balance fees associated with the Account.

**Dormant Fee:** The account will be considered to be dormant after 7 years of inactivity. A fee of \$5.00 per month will be imposed until the account is made active or the account is closed.

**Research Fee:** \$25.00 per hour. (Minimum charge 1 hour)

**Paper Statement fee:** \$5.00 per statement plus applicable research fees.

You will pay any expenses we incur in good faith related to the Agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about our relationship, and attorneys' fees we incur in good faith because of concerns about the Account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs. You also agree to pay any expense that we incur, including

suggestion, garnishment, or levy and attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order which we may be required to respond to regarding your Account or your relationship with us. If the account is closed and additional statements must be sent, fees must be paid in advance before items will be processed. Payments can be sent to SFGI Direct Research Fee, 300 North Main Street, Moorefield, WV 26836.

## **MULTIPLE OWNERS**

If there are multiple owners, each owner may do anything permitted with the Account, such as: pledge it as collateral for any obligation; move funds; close it; authorize others to conduct transactions on it; and give instructions for transfers and all other matters relating to it. A notice sent to one owner is effective for all. You will be responsible for any liability, such as an overdraft, a fee, or a refund to the government of a direct deposit, even though caused by another owner. Unless noted otherwise, the Account is owned jointly with right of survivorship and not as tenants in common. If one owner dies, we treat the survivor(s) as owner(s) of the full balance. You will notify us immediately after you learn of the death or declaration of incompetence of any co-owner.

## **NOTICE TO JOINT ACCOUNT HOLDERS**

A joint Account is payable in both your name 'or' in the name of the other person(s) listed on the Account (Example 'Mr. Smith or Mrs. Smith'). Please be advised and forewarned that:

- All the money in the joint Account may be withdrawn by anyone named on the Account; or may be pledged as security for a loan or debt by anyone named on the Account UNLESS; prior written notice is given to us not to permit it.
- Despite any notification to us, we may pay the entire Account balance to a creditor or other legal claimant pursuant to legal process.

## **INTEREST AND INTEREST RATE RELATED INFORMATION**

### **Rate Information:**

The current Annual Percentage Yield ("APY") and Interest Rate paid on the Account is available on the [SFGI Direct Website \(www.SFGIDirect.com\)](http://www.SFGIDirect.com) and in additional disclosures that you will receive from the Bank from time to time. The Bank, at its sole discretion, may change the APY and interest rate on the Account at any time.

### **Compounding and Crediting of Interest:**

Interest will be accrued on a daily basis and compounded or credited to the Account on the last day of the statement period. The balance on which interest is computed for the Account is determined by the daily balance method, which applies a daily periodic rate to the balance in the Account. If you close the Account before interest is credited, you will not receive the accrued interest.

### **Deposits and Accrual:**

Deposits may be made at any time to the Account by electronic funds transfer from External Accounts via an ACH entry by visiting our Website. We reserve the right to return any deposit to you that causes the combined balance of all your Accounts with us (including any joint Accounts) to exceed \$2,000,000. All deposits will be credited to the Account and begin accruing interest on the business day of deposit. The initial ACH deposit made to establish the Account will not be available to you for five (5) business days. ACH deposits other than your initial deposit will not be available to you for two (2) business days. Saturdays, Sundays and legal holidays are not considered business days.

## **DEPOSITS AND WITHDRAWING FUNDS AND LIMITATIONS**

### **External Account:**

You are only allowed one external account to be set up to fund or transfer funds to for each account. You will be required to set up each External Account(s) you will use to make debits and credits to the Account. The External Account(s) must be a U.S. transaction account, i.e., a personal checking account at a bank branch in the United States. We may take additional steps to verify ownership of the External Account(s). Such steps may include, but are not limited to, requesting a voided check, a cancelled check, a copy of a recent account statement, or confirming a trial deposit amount. You authorize us to make two small deposits (less than one dollar) to the External Account(s) so that we may verify ownership of the External Account(s) by asking you to confirm these amounts.

### **Withdrawing Funds and Limitations:**

You may make a withdrawal from the Account through an ACH electronic funds transfer to External Account(s) by logging on to our Website. You may NOT withdraw funds from the Account by any other means including, but not limited to, check or any other negotiable instrument.

Amounts withdrawn from the Account will be deducted from the Account balance and cease accruing interest on the business day of the withdrawal. Saturdays, Sundays and legal holidays are not considered business days. Under certain

limited circumstances, the Bank, in its sole discretion, may allow non-ACH outgoing wire transfers to an External Account. Such outgoing wire transfers are subject to a fee. Please contact us by telephone at 1-877-776-9722 or email us at [SFGIDirect@summitfgi.com](mailto:SFGIDirect@summitfgi.com) to find out what the current fee is for outgoing wires.

**Federal regulations require that no more than six (6) transfers per statement cycle may be made to an account at another bank or financial institution, including your External Account(s), to a third party by means of a preauthorized or automatic electronic transfer. We reserve the right to close your Account for violation of the above restriction.**

**Refusal to Permit Withdrawal:**

We may refuse to permit withdrawals in cases such as, but not limited to, the following:

1. We choose to exercise our legal rights to require up to 60 days' advance written notice of any intended withdrawal from the Account and the 60 days have not passed since we received the required notice from you;
2. There is a dispute about the Account - unless a court has ordered us to permit the withdrawal;
3. A court orders us not to permit the withdrawal;
4. The withdrawal would consist of funds we have transferred out of the Account to pay an overdue debt to us;
5. The withdrawal would consist of funds we have been ordered to pay or hold for a creditor other than us;
6. Someone in whose name the Account is opened requests us not to permit the withdrawal; or
7. An equipment problem, Act of God, or other circumstance beyond our control, including, but not limited to, war, strike, act of terrorism, prevents us from determining the availability of funds.

**STATEMENT**

Your monthly statements, which include all of your transactions, are displayed in an electronic format. All statements will be available for viewing on the first day of the month. Statements are maintained for 24 months. If you withdrawal consent to receive your statements in electronic format, your Account will be closed.

**ELECTRONIC FUNDS TRANSFER INFORMATION**

**Types of Transfers:**

Pre-authorized transfers arranged with us, i.e., to and from your External Account(s) are the only type of electronic funds transfers that are available to you in connection with the Account. Please note, it may take between two (2) to five (5) business days, excluding Saturdays, Sundays and legal holidays, to complete a transfer between accounts. By using any available payment or funds transfer service, you warrant that you are an authorized party on the External Account(s) from which the funds are being drawn to make such payment or transfer.

**Pre-Authorized Credits:**

The Bank's Routing and Transit number is 052202225. If you have arranged to have direct deposits made to the Account at least once every 60 days from the same person or company, you can view online to find out whether or not the deposit has been made.

**Editing and/or Stopping Payment on a Scheduled Transfer:**

You may edit a scheduled transfer by logging into the Account by 5:00 PM EST at least one business day prior to the scheduled date of transfer and editing such transfer using the "Funds Transfer Function". Similarly, you can stop an automatic withdrawal that you have set up to be deducted from the Account by logging into the Account by 5:00 PM EST at least one business day prior to the scheduled date of transfer and editing such transfer using the "Funds Transfer Function".

**In Case of Errors or Questions about Your Electronic Transfers:**

Telephone us at 1-877-776-9722, email us at [SFGIDirect@summitfgi.com](mailto:SFGIDirect@summitfgi.com), or write to us at Error Resolution, SFGI Direct, a Division of Summit Community Bank, P. O. Box 179, Moorefield, WV 26836 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will need to provide us with the following information: 1. Tell us your name and Account number. 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3. Tell us the dollar amount of the suspected error. If you tell us verbally, we may require you to send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit the Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation via e-mail. You may ask for copies of the documents that we used in our investigation.

**Liability for Failure to Complete Transfers:**

If we do not complete a transfer to or from the Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages up to the amount of the transfer. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in the Account to make the transfer; (ii) if circumstances beyond our control (such as equipment problems, Acts of God, war, strike or acts of terrorism) prevent the transfer, despite reasonable precautions that we have taken; or (iii) for any other reason stated elsewhere in the Agreement. If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current interest rate that is otherwise applicable to the Account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

**CHANGES**

We may change any term of the Agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change on the Bank's website for five days before it takes effect. If you use the Account after the effective date of a change, that indicates your acceptance of the change.

**NOTICES**

We can send you communication at the last e-mail address you gave us in writing. You will send us communication via e-mail at [SFGIDirect@summitfgi.com](mailto:SFGIDirect@summitfgi.com), or via mail at SFGI Direct, a Division of Summit Community Bank, P. O. Box 179, Moorefield, WV 26836. The sending date determines when communication occurred. You will notify us immediately of any change in your name, e-mail address, address, telephone number, or taxpayer identification number.

**ABANDONED PROPERTY**

The Account will be considered inactive if for a number of years, in accordance with Applicable State Laws and/or Regulations, any of the following occurs, including, but not limited to:

1. No deposit is made in the Account; or no withdrawal is made from the Account; or
2. We do not receive any document indicating that someone who is entitled to the funds knows about the Account.

An Account determined to be inactive may be reinstated by the Bank, provided that the funds have not been escheated in accordance with Applicable Laws and Regulations.

**ACCOUNT CLOSURE**

We are authorized in our sole discretion to close the Account with or without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated the Agreement.

**NO ASSIGNMENT**

You understand that neither the Account nor your rights under the Agreement can be assigned without our written permission. Your successors and assigns are bound by the Agreement. Any actual or purported assignment of the Account remains subject to our right of setoff.

**RECORDING**

You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.

**SETOFF**

You grant us the right to apply the balance to payment of any debt that any owner of the Account owes us, without notice including direct obligations, such as cashed items charged back, promissory notes and Agreements (including this one), and indirect obligations, such as guarantees and endorsements. The right of setoff does not apply to the Account if it is an IRA or other tax-deferred retirement Account. You understand that we can pay items into overdraft, impose overdraft fees, and apply any later deposits (including direct deposits of Social Security or other government benefits) to those overdraft fees.

**CREDIT REPORTS**

You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information.

## **GENERAL INFORMATION**

By opening the Account with the Bank located in Moorefield, West Virginia, the customer(s) agree to be subject to the terms of the Agreement and all other applicable terms and rules and regulations of the Bank, Regulations from the State of West Virginia Department of Banking, and the Federal Deposit Insurance Corporation and amendments thereto.

### **Applicable Law:**

**The account relationship established herein shall be governed by the law of the state of West Virginia and applicable federal law, without regard to the conflicts of law provisions thereof and without regard to any different state, and its laws, for which you may access your account from time to time. In establishing the Account herein, the depositor agrees that the United States courts sitting in the State of West Virginia shall have jurisdiction over it, and that the venue of any such action shall be the State of West Virginia. By opening the Account, the depositor hereby waives any objection to such jurisdiction and venue.**

### **Waiver of Jury Trial:**

You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

### **Waiver of Class Actions:**

You agree that the transactions of each depositor of this Bank arise from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of the Agreement or the laws and regulations governing the Agreement are not the same for all depositors and therefore not appropriate for class action treatment. You waive your right to participate in a class action against this bank either as a member of a punitive class or as lead plaintiff in any dispute against the bank.

### **Arbitration:**

You or we may require that any controversy or claim relating to the Agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

## **INDEMNIFICATION**

You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of the Agreement.

## **NO WAIVER**

Failure to insist on your strict performance of any obligation under the Agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

## **OUR RIGHTS**

You agree that our rights under the Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

## **LEGAL PROCESS**

If any owner or authorized signer is ever involved in a legal proceeding, such as divorce, garnishment, levy, or attachment, you will not hold us responsible for any damage you suffer from our actions in good faith reliance on any order or other legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

For more information, please email us at [SFGIDirect@summitfgi.com](mailto:SFGIDirect@summitfgi.com) or call 1-877-776-9722.