

# WELCOME TO GENESIS BANK

We've put together important information to guide you through the transfer of your accounts from Excel Bank to Genesis Bank. Our goal is to ensure a smooth and seamless transition for you.







## Message From Our CEO



Dear Valued Clients,

We are excited to share that Genesis Bank's acquisition of Excel Bank is officially complete. This milestone represents a significant step forward in our growth and enables us to continue building a strong, well-capitalized bank focused on supporting our communities and clients.

With this transition, we are proud to offer you Genesis Bank's full suite of financial services, including competitive commercial banking solutions, extensive expertise in commercial real estate and multi-family lending, robust treasury and cash management solutions, and in-house escrow and 1031 exchange services. Like Excel Bank, Genesis Bank is dedicated to providing exceptional, personalized service—now with even greater resources to help you achieve your financial goals.

To assist you during this transition, we have created this conversion guide that outlines everything you need to know as we move forward together. Our goal is to make this process as seamless as possible, and we are confident you will find enhanced value in your new relationship with Genesis Bank.

Most importantly, we are proud to welcome Excel Bank's talented team into the Genesis Bank family. We have been collaborating closely with them to ensure a smooth integration and a continued commitment to building long-term relationships grounded in trust, performance, and shared success.

If you have any questions, we are here to help. Please feel free to reach out to any of our Banking Offices in Newport Beach, Beverly Hills, or Temecula, or contact our Client Services team at (888) 811-7531 or [servicecenter@mygenesisbank.com](mailto:servicecenter@mygenesisbank.com).

You can also visit [mygenesisbank.com/WelcomeExcel](https://mygenesisbank.com/WelcomeExcel) for more information and updates regarding this transition.

Thank you for placing your trust in us. We look forward to serving you and growing together in the years ahead.

Sincerely,

Stephen H. Gordon  
Founding Chairman & CEO  
Genesis Bank

At Genesis Bank, we value your relationship and are committed to ensuring a smooth transition. To assist you with the upcoming changes to your accounts, we've prepared this comprehensive Information Guide, covering everything you need to know for the system conversion taking place **Friday, June 20, 2025, through Monday, June 23, 2025.**

In addition, detailed user guides have been created for Online Banking and Merchant Services, including RDC, ACH, and Wires. These will be shared on **[mygenesisbank.com/WelcomeExcel](https://mygenesisbank.com/WelcomeExcel)** and sent directly to current users.

Please Note: Beginning Monday, June 23, 2025, the terms and conditions of your accounts will transition to the standard terms and conditions of Genesis Bank (formerly Excel Bank) accounts.

We appreciate your continued trust and look forward to serving you.



## TABLE OF CONTENTS

Important Quick Facts	4
Banking Office Locations	5
Account Information	6 - 10
<ul style="list-style-type: none"><li>• Personal</li><li>• Business</li><li>• CD/IRA</li></ul>	
Debit and Credit Card Information	10
Loan Information	11 - 12
Incoming Wire Transfer Information	13
Personal Online Banking	14
Business Online Banking	15
Account Conversion Guide	16 - 17
<ul style="list-style-type: none"><li>• Consumer Accounts</li><li>• Business Accounts</li></ul>	
Deposit Account Agreement & Disclosures	18

\*Information provided is current as of Friday, May 30, 2025, and is subject to change. For the most up-to-date details, please visit **[mygenesisbank.com/WelcomeExcel](https://mygenesisbank.com/WelcomeExcel)**.



# Important Quick Facts

---

## Our Website

[www.mygenesishbank.com](http://www.mygenesishbank.com)

Please note: **www.excel.bank** will continue to be available for online banking access until conversion begins on Friday, June 20, 2025. Online banking will be temporarily unavailable during conversion, and will be accessible again on Monday, June 23, 2025.

## Updated Systems Conversion Information

Additional details and information is available at [mygenesishbank.com/WelcomeExcel](http://mygenesishbank.com/WelcomeExcel)

## Routing Number

122245280

## Banking Office Hours & Phone Numbers

Banking Office hours and phone numbers will remain the same at all locations:

Monday – Friday, 9:00 a.m. – 4:00 p.m. Pacific Time. Please see next page for location details.

## Contact Our Service Center

Effective Monday, June 23, 2025, our Customer Service team is available to assist you:

- **Monday – Friday, 8:00 a.m. – 5:00 p.m. Pacific Time, excluding federal holidays**
- Phone: **(888) 811-7531**
- Email: **[servicecenter@mygenesishbank.com](mailto:servicecenter@mygenesishbank.com)**
- **Expanded Customer Service Hours will be available from Monday, June 23, 2025, through Thursday, July 3, 2025:**

Monday – Friday, 7:00 a.m. – 7:00 p.m. Pacific Time

Saturday, 8:00 a.m. – 3:00 p.m. Pacific Time

Emails may be submitted to **[servicecenter@mygenesishbank.com](mailto:servicecenter@mygenesishbank.com)** 24/7 and will be responded to as quickly as possible.

## Loan Servicing

To reach Loan Servicing directly, please contact: **(951) 491-6521**

Please see Page 11 for details about loan servicing.

## Debit Cards

If you currently have an Excel Bank debit card, you may continue to use this debit card until 12:00 p.m. noon Pacific Time on Friday, June 20, 2025. Current debit cardholders will receive a new Genesis Bank Debit Card in advance of conversion weekend that will be ready to use on Monday, June 23, 2025.

## Checks

Your existing Excel Bank checks will continue to be accepted for up to one year from Monday June 23, 2025.

## Email Addresses

Excel Bank team members will be issued new email addresses in the following format: **FirstInitialLastName@mygenesishbank.com**. If you send an email using the current format, it will continue to be delivered for a period of time.





# Banking Office Locations & Contact Information

---

## **Beverly Hills**

### **Los Angeles Headquarters**

9420 Wilshire Blvd, Suite 150

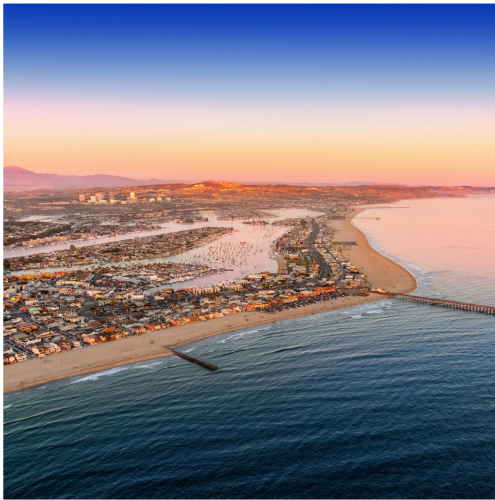
Beverly Hills, CA 90212

Phone: (323) 602-2000

Monday – Friday

9:00 a.m. – 4:00 p.m. Pacific Time

---



## **Newport Beach**

### **Orange County Headquarters**

4675 MacArthur Ct, Suite 1600

Newport Beach, CA 92660

Phone: (949) 273-1226

Monday – Friday

9:00 a.m. – 4:00 p.m. Pacific Time

---



## **Temecula**

### **Inland Empire Headquarters**

27720 Jefferson Ave, Suite 100

Temecula, CA 92590

(951) 904-4560

Monday – Friday

9:00 a.m. – 4:00 p.m. Pacific Time





# Account Information FAQs

---



## *Will I receive multiple communications about changes to my account?*

In some cases, clients with specialized accounts or services may receive additional letters outlining specific actions required ahead of the systems conversion weekend. These letters will include detailed instructions and will be followed by a phone call from a member of our experienced team.

**Please remember: Genesis Bank will never call you to request sensitive financial information such as your account number, Social Security number, or account balance.** If you call us, we may ask for certain information to verify your identity before we share any account details.

## *What will happen to my existing accounts?*

Effective Monday, June 23, 2025, your deposit accounts will automatically convert to Genesis Bank's corresponding account types. You can find full details in the Account Conversion Information section on pages 16 - 17. This section includes an easy-to-read table that outlines:

- Your current account names
- New Genesis Bank account names
- Features and benefits

\*Please note the terms for Certificates of Deposit (CDs) and Individual Retirement Accounts (IRAs) will remain unchanged until maturity. See page 10 for additional information regarding CDs and IRAs.



# Account Information FAQs

---

## ***Will my account numbers change?***

Your deposit account numbers and loan account numbers will remain the same. However, debit card numbers will change. If you have your current Excel Bank debit card saved for any recurring payments, please refer to your new Genesis Bank debit card package for details on updating this payment method.

## ***What should I expect with my account statements?***

After the system conversion, your first account statement will have a refreshed look and feel. You will receive a statement as of Friday, June 20, 2025, reflecting your account as of our system conversion. Going forward, deposit account statements will be issued following every statement cycle. Loan statement schedules will remain unchanged.

We recommend saving or printing any historical statements you may need by Thursday, June 19, 2025.

## **Important Note for eStatement Clients**

If you currently receive eStatements, please be aware that up to 18 months of statement history will be available within Genesis Bank's Online Banking platform during the fourth quarter of 2025.

We recommend saving or printing any statements you may need from your current platform by Thursday, June 19, 2025.

If you need assistance accessing past statements after Monday, June 23, 2025, please contact our Customer Service team at [servicecenter@mygenesishbank.com](mailto:servicecenter@mygenesishbank.com) or (888) 811-7531.

## ***Will my interest-bearing checking account continue to earn interest?***

Please refer to the Account Conversion Information section on pages 16 - 17 for details about how your specific account will transition, including whether it will continue to earn interest and any changes to features or benefits.

## ***Can I change my account type or open a new account?***

Yes! If you'd like to explore different account options, our banking team is ready to help you review your choices and find the product that best aligns with your financial needs.

To open a new account, please visit any of our Banking Offices or call (888) 811-7531.

## ***Will check images be included with my new statements?***

Yes, deposit account statements will include check images. Images of checks received after Monday, June 23, 2025, will also be available for viewing anytime through Online Banking once enrolled.

# Account Information FAQs

---

## ***What happens to my FDIC insurance coverage if I have deposits at both Genesis Bank and Excel Bank?***

If you hold deposit accounts at both Genesis Bank and Excel Bank as of Friday, June 13, 2025, your combined deposits will be separately insured for a period of six months following the acquisition. During this time, the existing coverage at each institution remains in place. After the six-month period ends, your accounts will be aggregated for the purpose of determining your maximum FDIC deposit insurance coverage. For more details on how this may impact your accounts, please visit:

**[www.fdic.gov/resources/deposit-insurance/understanding-deposit-insurance](http://www.fdic.gov/resources/deposit-insurance/understanding-deposit-insurance)**

## ***What is Genesis Bank's Funds Availability Policy?***

Genesis Bank's standard policy allows you to access funds from your deposit on the next business day after the deposit is received.

Electronic direct deposits will be available on the same day we receive the deposit.

In some cases, there may be a delay beyond the next business day. In these situations, funds are typically available by the second business day after the deposit date.

For complete details, please refer to the Funds Availability Disclosure included in this guide.

## ***Is Telephone Banking available?***

Starting Monday, June 23, 2025, you will have access to Genesis Bank's automated 24/7 telephone banking service. With Telephone Banking, you can:

- Access account balances and recent transactions
- Transfer funds between accounts
- Make loan payments
- Review account and loan details

To access Telephone Banking, call (888) 811-7531

You will be prompted to verify your information:

Enter your Account Number

Input your default Personal Identification Number (PIN), which is the last four digits of your Social Security Number. You will be able to update this PIN once you have dialed in.

## ***Do I need to order new checks now?***

No, you may continue to use your existing Excel Bank business checks through one year after Monday, June 23, 2025.

When you're ready to reorder checks after Monday, June 23, 2025, our team will be happy to assist you. Contact your local Banking Office or our Service Center.





# Account Information FAQs

---

## *Will I need to update automatic ACH transactions linked to my account?*

Yes. Starting Monday, June 23, 2025, all ACH direct deposits and payments should be updated with your new routing number: 122245280. To avoid any service interruptions, we recommend updating your information with all applicable vendors and payors before Friday, September 19, 2025.

## *What if I use Merchant Card Services?*

Your current Merchant Card Services provider will continue processing your payments without interruption.

However, to ensure continued service after Monday, June 23, 2025, you'll need to provide your Merchant Card Services provider with your new Genesis Bank routing number: 122245280. Please complete this update before Friday, September 19, 2025.

If you have any questions or need assistance, please contact your local Banking Office or our Service Center.

# CD/IRA Account Information FAQs

---

## ***What can I expect regarding my Certificate of Deposit (CD) accounts?***

Your Certificate(s) of Deposit (CD) will retain all current terms, interest rate, maturity date, and early withdrawal penalty.

At maturity, your CD will automatically reinvest into a similar product with a comparable term length. You will have a seven (7) calendar day grace period following maturity, during which you may choose to withdraw or reinvest funds without penalty.

To review your options or make changes, please visit your local Banking Office or contact our Service Center at (888) 811-7531.

## ***What can I expect regarding my Individual Retirement Account (IRA)?***

Your Individual Retirement Account (IRA) will maintain its current terms, interest rate, maturity date, and early withdrawal penalty. No changes will be made to your account's structure or rate during this time.

Upon maturity, your IRA will not automatically reinvest, and action will be required to avoid any loss of interest. As the account owner of a Traditional Individual Retirement Custodial Account, Genesis Bank will serve as the successor trustee or custodian of your IRA moving forward.

We encourage you to visit your local Banking Office prior to your account's maturity date to explore product options that best align with your retirement goals. For questions or assistance, please contact our Service Center at (888) 811-7531.

# Debit and Credit Card Information FAQs

---

## ***Will I receive a new debit card?***

If you currently have an Excel Bank debit card, you may continue to use this debit card until 12:00 p.m. noon Pacific Time on Friday, June 20, 2025. Current debit cardholders will receive a new Genesis Bank Debit Card that will be ready to use on Monday, June 23, 2025.

## ***Will I receive a new credit card?***

Please continue using your existing credit card as you normally would. If there are any updates or changes to your credit card account, you will receive a separate communication with full details. No action is required at this time unless otherwise notified.



# Loan Information FAQs

---



## ***Will I still be able to make loan payments electronically?***

Yes. You may continue to make your loan payments electronically via Online Banking. Please see the Online Banking section of this guide beginning on page 14 for more information.

Important Note: Online Banking will be temporarily unavailable beginning Friday, June 20, 2025, through Monday, June 23, 2025. We recommend submitting any urgent payments before this period to avoid delays.

## ***Is anything changing with my loan account?***

No changes will be made to your loan account number or the current terms and conditions of your loan.

If you currently receive a billing statement, you will continue to receive one; however, the format and design may look slightly different.

## ***Is there a direct number for Loan Servicing?***

Yes. To reach Loan Servicing directly, please contact: **(951) 491-6521**

## ***Where should I send my loan payments?***

At this time, you may continue to submit loan payments as you do today. Beginning Monday, June 23, 2025, payments may also be sent via:

### **WIRE:**

Genesis Bank  
Routing Number: 1222-4528-0  
Account Number: 290020169  
Address: 4675 MacArthur Court  
Suite 1600  
Newport Beach, CA 92660

Include your loan number as the reference.

### **MAIL:**

Genesis Bank – Loan Servicing  
4675 MacArthur Court  
Suite 1600  
Newport Beach, CA 92660

Include your loan number as the memo.



# Loan Information FAQs

---

***If I already have a Property, General Liability, Business Income/Loss of Rents, Business or Personal Property insurance policy covering real estate, vehicles, equipment, or other collateral tied to my loan, do I need to notify my insurance agent of the change?***

Yes. If Genesis Bank holds a lien on your collateral, you will need to notify your insurance agent that Genesis Bank is now the lienholder. Your insurance agent must update the lienholder information on your policy as soon as possible following Friday, June 13, 2025, to ensure there is no disruption in coverage.

Please provide your insurance agent with the following updated lienholder details:

Genesis Bank  
Its Successors, Assigns and Beneficiaries  
4675 MacArthur Court, Suite 1600  
Newport Beach, CA 92660  
ATTN: Loan Operations

Additionally, please have the insurance agent include your loan number.



***If the collateral securing my loan is located in a flood zone and I already have flood insurance, am I required to maintain that policy after the systems conversion?***

Yes. Flood insurance is a federal requirement and must be maintained to protect the Bank's collateral interest. Please continue your existing flood coverage without interruption and notify your insurance agent of the lienholder change as soon as possible following Friday, June 13, 2025.

Please provide your insurance agent with the following updated lienholder details:

Genesis Bank  
Its Successors, Assigns and Beneficiaries  
4675 MacArthur Court, Suite 1600  
Newport Beach, CA 92660  
ATTN: Loan Operations

Additionally, please have the insurance agent include your loan number.





# Incoming Wire Transfer Information FAQs

---

## *What information do I need to provide for incoming wire transfers (U.S. dollars)?*

Effective Monday, June 23, 2025, please provide the following wire instructions to any parties sending wire transfers to Genesis Bank:

Beneficiary Bank: Genesis Bank

Routing Number: 122245280

Incomplete or incorrect instructions may result in the wire transfer being returned, as per regulatory requirements.

## *What information do I need to provide for outgoing wires?*

For assistance with outgoing wire transfers, please visit your local Banking Office or call (888) 811-7531. Our team will guide you through the necessary steps.

## *Are outgoing wires available through Online Banking?*

Yes, if you are a Business Online Banking client, you will continue to be able to schedule and manage outgoing wire transfers directly through Online Banking.





# Personal Online Banking Information

Beginning Monday, June 23, 2025, you can enroll in Personal Online Banking by visiting [mygenesisbank.com](https://mygenesisbank.com), clicking on the "Enroll" link under the Online Banking login menu, and following the steps for enrollment.

In preparation for system conversion, please note the following:

Current Personal and Business Online Banking users will receive a separate Online Banking Guide. These guides will also be available for download as a PDF on the Genesis Bank website at [mygenesisbank.com/WelcomeExcel](https://mygenesisbank.com/WelcomeExcel).

**Current Personal Online Banking users must re-enroll on or after Monday, June 23, 2025.**

## ***What does Personal Online Banking include?***

Personal Online Banking offers immediate access to your personal accounts with the following features:

- **Bill Pay:** Pay your bills online, view payment history, schedule single and recurring payments, and more.\*
- **Zelle®:** Send money to friends, family, and others, wherever they bank.\*
- **eStatements:** Receive your monthly statements electronically as soon as they are ready for viewing.\*
- **Mobile Banking:** Manage your finances anytime, anywhere, from your mobile device.\*
- **Mobile Deposit:** Deposit checks using our mobile app by taking a photo (daily and monthly limits, endorsement restrictions, and fees may apply).
- **Alerts:** Set up alerts to notify you when specific account activities occur, such as when your balance reaches a predetermined level.\*
- **Text Banking:** Receive alerts via SMS messages for account information or to perform transfers.\*
- **Secure Messaging:** Communicate securely with Customer Service about any transactions via Personal Online Banking.

**PERSONAL ONLINE BANKING WILL BE UNAVAILABLE:**

Friday, June 20, 2025, and available for your use Monday, June 23, 2025

\*Please note: If you are currently enrolled in these services, you will need to re-enroll once you have set up your Personal Online Banking account.



# Business Online Banking Information

---

In preparation for system conversion, please note the following:

Current Business Online Banking users will receive a separate Online Banking Guide. These guides will also be available for download as a PDF on the Genesis Bank website at [mygenesisbank.com/WelcomeExcel](https://mygenesisbank.com/WelcomeExcel). Current Business Online Banking users will receive their new credentials directly from our team prior to Monday, June 23, 2025.

## *What does Business Online Banking include?*

Business Online Banking offers everything your business needs in an easy-to-navigate, user-friendly system. You can also add Business Bill Pay and Cash Management services (additional fees may apply) to manage your business finances securely online. Additional features include:

- Bill Pay: Pay any U.S. company or individual online quickly, easily, and securely.\*
- eStatements: Receive your monthly business statements electronically as soon as they are ready for viewing.
- Mobile Banking: Manage your business finances safely using your mobile device.
- Mobile Deposit: Deposit checks using our mobile app by taking a photo (daily and monthly limits, endorsement restrictions, and fees may apply).
- Cash Management Services: Customize your Business Online Banking experience with services like:
  - ACH Origination: Efficiently manage ACH credit and debit transactions for payments or collections.
  - Direct Deposit/Payroll: Manage payroll with reduced costs and increased efficiency.
  - Tax Payments: Pay state and federal taxes online.
  - Domestic/International Wires: Submit both domestic and international wire requests online.
  - Remote Deposit: Deposit checks electronically without visiting a Banking Office.
  - Positive Pay: Protect your business from check and ACH fraud.

Note that a monthly service charge and applicable fees may apply for Cash Management services.

\*Current Bill Pay users will need to re-enroll after Monday, June 23, 2025.

## *If I'm not currently a Business Online Banking user, how can I enroll after the conversion?*

After Monday, June 23, 2025, if you're interested in Business Online Banking and Cash Management services, you can email us at [servicecenter@mygenesisbank.com](mailto:servicecenter@mygenesisbank.com) or call us at (888) 811-7531. Alternatively, you can visit your local Banking Office for a direct connection to our banking team.

**BUSINESS ONLINE BANKING WILL BE UNAVAILABLE:**

Friday, June 20, 2025, and available for your use Monday, June 23, 2025

# Account Conversion Information

## Consumer Deposit Account Conversion Chart<sup>1 2</sup>

	Excel Bank Personal Checking, Excel Bank Valued Checking → <b>Genesis Bank Personal Checking</b>	Excel Bank Personal NOW → <b>Genesis Bank Personal Interest Checking</b>	Excel Bank Personal Savings → <b>Genesis Bank Personal Savings</b>	BH Money Market Tiered, Temecula Money Market, Temecula Personal MKT - Digital → <b>Genesis Bank Money Market</b>
<b>Monthly Service Charge</b>	A service charge of \$9.00 if the balance falls below \$100.00 on any day of the statement cycle.	A service charge of \$20.00 if the balance falls below \$1,000.00 on any day of the statement cycle.	A service charge of \$5.00 if the balance falls below \$300.00 on any day of the statement cycle.	A service charge of \$20.00 if the balance falls below \$2,500.00 on any day of the statement cycle.
<b>Interest Earning</b>	No	Yes - If you close your account before interest is credited you will not receive the accrued interest.	Yes - If you close your account before interest is credited you will not receive the accrued interest.	Yes - If you close your account before interest is credited you will not receive the accrued interest.
<b>Transaction Limits</b>	None	None	None	None
<b>Overdraft Services</b>	None	None	None	None
<b>Electronic Services</b>	Free Online Banking Free Mobile Banking Free e-Statements	Free Online Banking Free Mobile Banking Free e-Statements	Free Online Banking Free Mobile Banking Free e-Statements	Free Online Banking Free Mobile Banking Free e-Statements
<b>ATM Information</b>	Global ATM access with no fees (ATM fees incurred credited monthly)	Global ATM access with no fees (ATM fees incurred credited monthly)	Global ATM access with no fees (ATM fees incurred credited monthly)	Global ATM access with no fees (ATM fees incurred credited monthly)

<sup>1</sup>All interest-earning checking, savings, and money market accounts will retain their current interest rate and annual percentage yield after conversion. Your existing accounts are variable rate. Rates are subject to change at any time.

<sup>2</sup> All accounts will be subject to the Consumer Deposit Account Agreements and Disclosures and revised schedule of fees and related charges. Please refer to the Disclosures beginning on page 18 for a copy of the Consumer Deposit Account Agreements and Disclosures and revised schedule of fees and related charges.



# Account Conversion Information

## Business Deposit Account Conversion Chart<sup>1 2</sup>

	Excel Bank Business Checking, Excel Bank No Fee Business Checking, Excel Bank Business Checking - Analyzed → <b>Genesis Bank Business Checking - Analyzed</b>	Excel Bank Business Savings → <b>Genesis Bank Business Savings</b>	BB Money Market Tiered, HOA Money Market, Temecula MKT - Digital, Temecula Business Money Market → <b>Genesis Bank Money Market</b>
<b>Monthly Service Charge</b>	Fees are dependent on activity and Earnings Credit Rate (ECR).	A service charge of \$5.00 if the balance falls below \$300.00 on any day of the statement cycle.	A service charge of \$25.00 if the balance falls below \$2,500.00 on any day of the statement cycle.
<b>Interest Earning</b>	No	Yes - If you close your account before interest is credited you will not receive the accrued interest.	Yes - If you close your account before interest is credited you will not receive the accrued interest.
<b>Transaction Limits</b>	None	None	None
<b>Overdraft Services</b>	None	None	None
<b>Electronic Services</b>	Free Basic Online Banking Free Mobile Banking Free e-Statements	Free Basic Online Banking Free Mobile Banking Free e-Statements	Free Basic Online Banking Free Mobile Banking Free e-Statements
<b>ATM Information</b>	Global ATM access with no fees (ATM fees incurred credited monthly)	Global ATM access with no fees (ATM fees incurred credited monthly)	Global ATM access with no fees (ATM fees incurred credited monthly)

<sup>1</sup>All interest earning checking, savings, and money market accounts will retain their current interest rate and annual percentage yield after conversion. Your existing accounts are variable rate. Rates are subject to change at any time.

<sup>2</sup> All accounts will be subject to the Terms & Conditions, Funds Availability Policy, and revised schedule of fees. Please refer to the Disclosures beginning on page 18.



# Deposit Account Agreement and Disclosures

---

The purpose of these Disclosures is to provide you with information required by law and to explain the terms and conditions of your Account(s). Some of the terms and conditions are governed by applicable law and others are governed by rules established by us when the law permits variation or there are not applicable regulations. Please read these Disclosures carefully and keep them for future reference. These Disclosures are also available on our website at **[mygenesisbank.com](https://mygenesisbank.com)** (our “Website”).



Table of Contents

**Terms and Conditions of Your Account .....21**

    (1) Important Information about Procedures for Opening a New Account .....21

    (2) Agreement .....21

    (3) Liability .....21

    (4) Deposits .....22

    (5) Withdrawals .....22

    (6) Ownership of Account and Beneficiary .....23

    (7) Business, Organization, and Association Accounts .....24

    (8) Stop Payments .....24

    (9) Telephone Transfers .....24

    (10) Amendments and Termination .....24

    (11) Notices .....25

    (12) Statements .....25

    (13) Direct Deposits .....25

    (14) Temporary Account Agreements .....26

    (15) Setoff .....26

    (16) Check Processing .....26

    (17) Check Cashing .....26

    (18) Truncation, Substitute Checks, and Other Check Images .....26

    (19) Remotely Created Checks .....27

    (20) Unlawful Internet Gambling Notice .....27

    (21) ACH and Wire Transfers .....27

    (22) Facsimile Signatures .....27

    (23) Authorized Signer (*Individual Accounts only*) .....27

    (24) Fictitious Business Name Accounts .....28

    (25) Restrictive Legends or Indorsements .....28

    (26) Unclaimed Property .....28

    (27) Account Transfer .....28

    (28) Indorsements .....28

    (29) Death or Incompetence .....28

    (30) Fiduciary Accounts .....29

    (31) Credit Verification .....29

    (32) Legal Actions Affecting Your Account .....29

    (33) Account Security .....29

(34) Telephonic Instructions .....	30
(35) Monitoring and Recording Telephone Calls and Consent to Receive Communications.....	30
(36) Claim of Loss .....	30
(37) Early Withdrawal Penalties ( <i>and involuntary withdrawals</i> ) .....	30
(38) Address or Name Changes.....	31
(39) Resolving Account Disputes.....	31
(40) Waiver of Notices .....	31
<b>Electronic Fund Transfer Disclosure .....</b>	<b>32</b>
Electronic Fund Transfer Services Provided .....	32
Limitations on Transactions.....	34
Notice of Rights and Responsibilities .....	34
<b>Funds Availability Disclosure .....</b>	<b>38</b>
Longer Delays May Apply.....	38
Special Rules for New Accounts .....	39
Deposits at Automated Teller Machines.....	39
<b>Substitute Check Policy Disclosure (Check 21).....</b>	<b>40</b>
Substitute Checks and Your Rights.....	40
<b>Schedule of Fees and Related Charges.....</b>	<b>41</b>
<b>Consumer Privacy Notice .....</b>	<b>42</b>



## Terms and Conditions of Your Account

### (1) Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### (2) Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

### (3) Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

#### (4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### (5) Withdrawals

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a

cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## (6) Ownership of Account and Beneficiary

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

**Individual Account.** This is an account in the name of one person.

**Joint Account.** This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

**Joint Account of Spouses with Right of Survivorship.** This account or certificate is owned by the named parties, who are spouses, and is presumed to be their community property. Upon the death of either of them, ownership passes to the survivor.

**Community Property Account of Spouses.** This account or certificate is the community property of the named parties who are spouses. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

**Tenancy in Common Account.** This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party, or, if none, to the estate of that party.

**P.O.D. Account with Single Party.** This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

**P.O.D. Account with Multiple Parties.** This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

**Totten Trust Account** (*subject to this form*). If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these



account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Trust Account Subject to Separate Agreement** (*subject to this form*). We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

## (7) Business, Organization, and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

## (8) Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## (9) Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

## (10) Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the

account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## (11) Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## (12) Statements

**Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors or Problems.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

## (13) Direct Deposits

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account

or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

#### (14) Temporary Account Agreements

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

#### (15) Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. The amount of the setoff may be limited by applicable law. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### (16) Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

#### (17) Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

#### (18) Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically



stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

### (19) Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

### (20) Unlawful Internet Gambling Notice

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

### (21) ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

### (22) Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

### (23) Authorized Signer (*Individual Accounts only*)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

#### (24) Fictitious Business Name Accounts

If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

#### (25) Restrictive Legends or Indorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

#### (26) Unclaimed Property

Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

#### (27) Account Transfer

This account may not be transferred or assigned without our prior written consent.

#### (28) Indorsements

We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

#### (29) Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten

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

### (30) Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

### (31) Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

### (32) Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

### (33) Account Security

**Duty to Protect Account Information and Methods of Access.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security



procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

### (34) Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

### (35) Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

### (36) Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### (37) Early Withdrawal Penalties (*and involuntary withdrawals*)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the

entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

### (38) Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

### (39) Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

### (40) Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## Electronic Fund Transfer Disclosure

For purposes of this disclosure and agreement the terms “we”, “us” and “our” refer to Genesis Bank. The terms “you” and “your” refer to the recipient of this disclosure and agreement.

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 Mastercard® Debit Card (hereinafter referred to collectively as “Debit Card”) at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Genesis Bank which are established primarily for personal, family, or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday 9 a.m. – 4 p.m., excluding Federal holidays.

### Electronic Fund Transfer Services Provided

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

- 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 account(s) and savings account(s), checking account(s) and money market account(s), checking account(s) and NOW account(s), savings account(s) and money market account(s), savings account(s) and NOW account(s), and NOW account(s) and money market account(s).
- 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 Card for the purchase of goods and services.

**TELEPHONE TRANSFERS.** You may access your checking account(s), savings account(s), money market account(s), and NOW account(s) by telephone at 1-888-811-7531 using a touch tone phone, your account numbers, and personal identification information to:

- Transfer funds between your checking account(s) and savings account(s), checking account(s) and money market account(s), checking account(s) and NOW account(s), savings account(s) and money market account(s), savings account(s) and NOW account(s), and NOW account(s) and money market account(s).
- Obtain balance information on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- Review transactions on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- Make payments from checking account(s) to loan accounts with us.

### 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.



**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.** Genesis Bank will refund any ATM fees charged by other financial institutions.

**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 transactions.

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

- Mastercard® Debit Card: checking account.

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.

**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 transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING.** Genesis Bank offers its customers use of our ONLINE BANKING service. You may access your account(s) by computer by [www.mygenesishbank.com](http://www.mygenesishbank.com).

Types of Transactions:

- Transfer funds between your checking account(s) and savings account(s), checking account(s) and money market account(s), checking account(s) and NOW account(s), savings account(s) and money market account(s), savings account(s) and NOW account(s), and NOW account(s) and money market account(s).
- Obtain balance information on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- Review transactions on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- Make payments from checking account(s) to third parties.
- Make payments from checking account(s) to loan accounts with us.
- Obtain copy of statement.
- Get loan account(s) information.

**MOBILE BANKING TRANFERS.** You may access your account(s) by web-enabled cell phone by mobile app or [www.mygenesishbank.com](http://www.mygenesishbank.com) and using your password and user identification to:

- Transfer funds between your checking account(s) and savings account(s), checking account(s) and money market account(s), checking account(s) and NOW account(s), savings account(s) and money market account(s), savings account(s) and NOW account(s), and NOW account(s) and money market account(s).
- Obtain balance information on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- Review transactions on your checking account(s), savings account(s), money market account(s), and NOW account(s).

- Make payments from checking account(s) to third parties.
- Make payments from checking account(s) to loan accounts with us.
- Obtain a copy of your account statement.
- Make payments from checking to loan accounts with us.
- Get loan account(s) information.

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

**ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

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

## Limitations on Transactions

### TRANSACTION LIMITATIONS – DEBIT CARD

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$510.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

### OTHER LIMITATIONS

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

## 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 sixty (60) days from the same person or company:

- You can call us at 1-888-811-7531 to find out whether or not the deposit has been made.

#### **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: 1-888-811-7531

or

Write to: Genesis Bank

ATTN: Banking Operations

4675 MacArthur Court, Suite 1600

Newport Beach, CA 92660

We must receive your call or written request at least three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

We charge a fee (refer to the Schedule of Fees and Related Charges) for each stop payment.

**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 (10) 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 these 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 and/or personal identification number ("PIN") or internet banking access code has been lost or stolen,

Call us at: 1-888-811-7531

or

Write to: Genesis Bank

ATTN: Banking Operations

4675 MacArthur Court, Suite 1600

Newport Beach, CA 92660

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 permission.

**CONSUMER LIABILITY.** Generally, Tell us at once if you believe your Debit Card or PIN or internet banking access code has been lost or stolen, or (if your account can be accessed by check) 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). You can lose no more than \$50.00 if someone used your Debit Card or PIN or internet banking access code without your permission, and either:

- (i) Your Debit Card can be used to initiate a transaction without a PIN or other personal identification number, or
- (ii) You tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet access code. 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 access code, and we can prove you could have stopped someone from using your Debit Card or PIN or internet access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**MASTERCARD® DEBIT CARD.** Additional Limits on Liability for Genesis Bank Debit Mastercard®. You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

Call us at: 1-888-811-7531

or

Write to: Genesis Bank

ATTN: Banking Operations

4675 MacArthur Court, Suite 1600

Newport Beach, CA 92660

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 transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number (if any).
- (ii) 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.
- (iii) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days (five (5) business days involving a Visa, point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or twenty (20) business days if the transfer involved a new account) for the amount you think is



in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was an 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. 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 go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

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

- (i) Where it is necessary for completing transfers; or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (iii) In order to comply with government agency or court orders; or
- (iv) As explained in the separate Privacy Disclosure.

## Funds Availability Disclosure

This policy applies to transaction accounts. Transaction accounts typically permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Please contact us to determine if your account is covered by this policy.

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 the funds to pay the checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 pm PST 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 5:00 pm PST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Holds on Other Funds (Check Cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### Holds on Other Funds (Other Account)

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

## Longer Delays May Apply

**Case-by-Case Delays.** In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all the funds from your deposit available on the first business day, 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.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

## Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and a federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

## Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we own or operate. All ATMs that we own or operate are identified as of our machine (Genesis Bank currently does not own or operate its own ATMs).

## Substitute Check Policy Disclosure (Check 21)

### Substitute Checks and Your Rights

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to 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 received back from us may be substitute checks. This notice describes rights you have when you receive substitutes 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 for 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 for 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 ten (10) business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: [servicecenter@mygenesisbank.com](mailto:servicecenter@mygenesisbank.com) or 1-888-811-7531.

You must contact us within forty (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 or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.



## Schedule of Fees and Related Charges

Fee Description	Fee Amount
Continuous Overdraft Fee <sup>1</sup>	\$5.00
Daily Maximum OD Fee <sup>2</sup>	\$105.00
NSF Paid Item(s) Fee <sup>3</sup>	\$35.00
Overdraft (OD) Fee <sup>3</sup>	\$35.00
Statement Printed Per Cycle	\$10.00
Duplicate Statement	\$5.00
Incoming Wire Fee	\$10.00
Outgoing Foreign Wire Fee	\$35.00
Domestic Wire Fee	\$30.00
Online Foreign Wire Fee	\$20.00
Online Wire Fee	\$15.00
Legal Process <sup>4</sup>	\$100.00
Foreign Check Collection	\$35.00
Re-Deposit Fee	\$10.00
Cashier's Check Fee	\$8.00
Rushed Debit Card	\$35.00
Returned Item Fee	\$35.00
Research/Hour	\$30.00
Stop Payment Fee	\$20.00

<sup>1</sup>After 3 days of negative balance.

<sup>2</sup>The Daily Maximum Overdraft (OD) fee applies only to consumer deposit accounts. Our overdraft fee is \$35 per item. We charge no more than three overdraft fees per business day.

<sup>3</sup>Non-sufficient funds (NSF) and overdraft (OD) fees apply to all deposit accounts. For consumer deposit accounts only, if the collected and/or available balance in your account is less than a check, ACH, draft, or other item presented for payment, you will be charged \$35 whether or not the item presented for payment is paid or returned unpaid.

<sup>4</sup>Processing of any garnishment, tax levy, or other court administration order against your accounts, whether or not the funds are actually paid.



FACTS

WHAT DOES GENESIS BANK 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 income
- Account balances and transaction history
- Credit history and assets

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 we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does GENESIS BANK 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>	No	We don't share
<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?

For any questions regarding this Notice please contact us at [info@mygenesisbank.com](mailto:info@mygenesisbank.com).

## Who we are

Who is providing this notice?

Genesis Bank

## What we do

How does Genesis Bank 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 Genesis Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Pay your bills or provide your account information
- Make deposits or withdrawals from your account

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.

- Genesis Bank has no affiliates.

**Nonaffiliates**

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

- Genesis Bank 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.

- Genesis Bank does not jointly market.

## Other Important Information

Special Notice for California Residents: Genesis Bank complies with all California Privacy Laws.



# GENESIS BANK

---

4675 MacArthur Court, Suite 1600  
Newport Beach, CA 92660  
Telephone: (888) 811-7531

Connect With Us  
[www.mygenesisbank.com](http://www.mygenesisbank.com)



@mygenesisbank



@mygenesisbank



@mygenesisbank



@bankatgenesis