

**ALL ABOUT YOUR DEPOSIT ACCOUNT**  
**LIBERTY BANK**  
**326 South 500 East**  
**Salt Lake City, UT 84102**

Dear Depositor:

Please read this brochure carefully. State and Federal Law govern much of our relationship with our depositors and customers (which may change from time to time). This body of law is too large and complex to be reproduced here. The purpose of this brochure is to:

1. Summarize the existing rules applicable to the more common transactions.
2. Establish rules to govern your account with us.
3. Establish rules to govern transactions or events, which the law does not regulate.
4. Establish rules for certain events or transaction, which the law already regulates but permits variation by agreement.
5. Give you our funds availability, electronic funds transfer, and/or truth-in-savings policy disclosures.

By signing your signature card or continuing to maintain an account with Liberty Bank you agree to these rules and to also pay any fees we charge and you give us the right to collect the fees, as earned, directly from the account balance. If you have any questions, please call us. We may permit some variations from this standard agreement, but any such variation must be agreed to in writing either on our signature card for the account or in some other written form. As used in this brochure, the words "we", "our", and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and any authorized signer on your account.

**Liability:** Each of you agrees, 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 that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and serially liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account and to the extent permitted by law any reasonable attorney's fees.

**Deposits:** Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the final collection in U.S. dollars). Unless otherwise agreed upon, we may accept a deposit to your account at any time, from any party, made in any manner including without limitation a deposit based on an image of an item. We may also refuse to accept any or part of any transaction. We may require you to deposit an item that is made payable to you into your account rather than permitting you to cash the item. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. Upon notice to you, we may, in our sole discretion, handle a paper item as a collection item, instead of as a deposit. This means that we send the item to the issuer's bank for payment and credit your account when we receive payment for the item. We may refuse to accept an item for deposit or collections if the item is payable in a currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. If we accept such an item for deposit, you accept all risk associated with foreign currency fluctuation and with any late return of the item.

We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned, even if you have made withdrawals against it. We may, without notice to you, redeposit a returned item. We will take no liability for taking or failing to take any action to recover payment of a returned item.

If, in connection with a direct deposit, funds are deposited to your account and later returned to the originator, we may deduct the amount from that or any other account you have, without prior notice and at any time, except as prohibited by the laws governing your account.

**Withdrawals:** Each signature card indicates the number of signatures needed for change, transfer or withdrawal. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of postdating. The fact that we may honor withdrawal requests, which overdraw the finally collected account balance, does not obligate us to do so, unless required by law.

Withdrawals will first be made from collected funds, and we may, unless prohibited by law or by our written, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request, which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitations. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days written notice

before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and subject to penalty.

If you want to cash a check or withdraw a large sum, we may require you to give us 48 hours in order to ensure the availability of the cash.

**Ownership of Account and Beneficiary Designation:** These rules apply to this account depending on the form of ownership and beneficiary designation, if any specified on the account records. **Individual Accounts** are owned by one person. **Joint Account with Survivorship (And Not As Tenants In Common)** is owned by two or more persons. Each of you intends that upon your death the balance of the account the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account with No Survivorship: (As Tenants In Common)** are owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account:** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if all persons creating the account die, and the beneficiary(s) are 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 change beneficiaries, change account types, and withdraw all or part of the deposit at any time.

**Corporate, Partnership, and other Organizations Accounts:** We will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

**Stop Payments:** A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. State and Federal Law state any additional limitations on our obligation for a stop payment. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. Only the person who initiated the stop payment may make a release of the stop-payment request.

**Telephone Transfers:** A transfer of funds from this account to any other account with us, by telephone, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account, or third parties, to a maximum of six per month (less the number of certain "pre-authorized transfers" during the month). Other account transfer restrictions are shown elsewhere in this brochure.

**Amendments and Termination:** We may change any term of this agreement. For other changes we will give you reasonable notice in writing or by another method deemed permissible by State and/ or Federal 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. Also notice from us to any one signor on an account is notice to all signors on the same account.

**Statements:** You must examine your statement of account with "reasonable promptness". If you discover (or reasonable should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). Not only could the loss be items on the statement but also other items forged or altered by an unauthorized individual. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Account Transfer:** This account may not be transferred or assigned without our prior written consent.

**Direct Deposits:** If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this 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.

**Temporary Account Agreement:** If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (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.

**Overdrafts and the banks right to set off:** We may pay or refuse to pay any item if it would create an overdraft on your account, without regard to whether we may have previously established a pattern of honoring or dishonoring similar items. We may take the following actions if we receive an item drawn against your account and there are insufficient available funds in your account to cover the item without prior notice to you:

- Cover the item in accordance with the terms of any written overdraft protection plan that you have established with us.
- Pay the item and create an overdraft in your account.
- Return the item.

You agree to pay the fees that may ensue depending on the action we take. Any negative balance on your account is immediately due and payable, unless we otherwise agree in writing.

You agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person' or legal entity's right to withdraw. Any due and payable debt includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we will properly accelerate under the note. This right of set-off does not apply to this account if (a) it is an Individual Retirement Account or any other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only 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 set-off.

**Authorized Signers:** (Individual Accounts only) – An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits. Merely by designating an authorized signer you do not intend to give any ownership rights in the account.

**Restrictive Legends and post-dated checks:** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000". We are not required to restrict the payment of a post-dated check presented for payment unless notified by the customer in reasonable time prior to the item being presented.

#### **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.

### **ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The electronic fund transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference. **Direct Deposits:** You may make arrangements for certain direct deposit to be accepted into your checking or savings accounts. **Pre-Authorized Withdrawals:** You may make arrangements to pay certain recurring bills from your checking account.

**Limitations on Frequency of Transfers:** The following limitations apply on the frequency of transfers: transfers from a savings account to another account or to third parties by telephone transfer are limited to six per month with no transfers by check, debit card, or similar order to third parties. (You may make no more than three pre-authorized withdrawals per month). **Charges For Electronic Fund Transfers:** We do not charge for direct deposits to any type of account. We do not charge for pre-authorized withdrawals from any type of account.

### **RIGHT TO DOCUMENTATION**

**Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, we will let you know if the deposit is made. You can also call us at (801) 355-7411 to find out whether or not the direct deposit was made. If the only possible transfers to or from your account are pre-authorized deposits, you will get a quarterly statement from us. **Periodic Statements:** You will get a monthly account statement from us for your checking accounts. You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are pre-authorized deposits.

## STOP PAYMENTS PROCEDURES

**General:** "Stop Payment" refers to an order to the bank not to pay a Paper Item that may be presented for payment on your account. To do a stop payment call or write us in time for us to receive your request three business days or more before the payment is scheduled. A stop-payment order must precisely identify the number, date and amount of the item, and the payee. If you call, we may also require you to put your request in writing and get it to us 14 days after you call. We will charge you \$25.00 for each stop payment order you give. We need not honor a written stop payment order for more than six months. You must renew the stop payment if you do not want the stop payment order to expire. Each renewal is treated as a new stop payment order.

**Liability for Failure to Stop Payment of Pre-Authorized Transfer:** 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, if one of the following occurs:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
4. There may be other exceptions stated in our agreement with you.

**Disclosure of Account Information to Third Parties:** It is the bank's policy not to reveal specific information about customer accounts or other personal identifiable data to unaffiliated third parties for their independent use. Some exceptions are for the exchange of information with reputable reporting agencies to maximize the accuracy and security of such information, the performance of bona fide corporate due diligence, or business matter. Unless:

1. The information is provided to help complete a customer initiated transaction.
2. The customer request or permits it.
3. The disclosure is required by or allowed by law. (e.g., subpoena, investigation of fraudulent activity, request by regulator, etc.).
4. The customer has been informed about the possibility of disclosure for marketing or similar purposes through a prior communication and given the opportunity to decline (i.e., "opt out")

**Unauthorized Transfers:** Please tell us at once if your statement shows transfers you did not make. If you do not tell us within 60 days after the statement was mailed to you, 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. If you believe someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

**Error Resolution:** In case of errors or questions about your electronic transfer, call or write us at the telephone number or address listed in this brochure, as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. To alert us of a possible error please do the following:

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

Please send error resolutions to: Liberty Bank, 326 South 500 East, Salt Lake City, Utah 84102

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point-of-sale or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) for the amount you think is in error, so you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Legal Process:** We may accept and act on any legal process that is believed to be valid, whether served in person, by mail or by electronic notification. "Legal Process" includes levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your account. Any such legal process is subject to our security interest and right of setoff. We will not notify you of a grand jury subpoena affecting your account. Any fees or expenses (including attorney fees and expenses we incur in responding to any such legal process may be charged against any account you maintain with us.

**"Freezing" Your Account:** As part of our loss prevention program, when we suspect that irregular, unauthorized, or unlawful activities may be involved with your account, we may 'freeze' (place a hold on) the balance in your account pending an investigation of such suspected activities. If we freeze your account, we will give any notice required by the laws governing your account.

## **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy. Our policy is to make funds from your 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. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in the form of a bank check and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except for Saturdays, Sundays, and Federal Holidays. If you make a deposit before 5:00pm on a business day that we are open, we will consider that day as the day of your deposit. However, if you make a deposit after 5:00pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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.

If we accept for a 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 you have on deposit in another account with us.

## **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day after we receive your deposit. If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, 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 one business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds would be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe the check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 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 communications or computer equipment.
- Your account is newer than 30 days.

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 11<sup>th</sup> business day after the day of your deposit.

## **COMMON FEATURES**

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

- Check Printing.....(Fee depends on style of check and quantity ordered)
- Non-sufficient funds (NSF) each.....\$25.00  
An insufficient funds item may be created by check, in person withdrawal or electronic transfer.
- Overdraft (OD) each.....\$25.00  
An overdraft item may be created by check, in person withdrawal or electronic transfer.
- Stop Payments (all items)..... \$25.00
- Returned item charge (each)..... \$25.00
- Wire Transfer Fees (out).....\$30.00
- Bank issued check.....\$10.00

We reserve the right to at any time to require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account.

### TRUTH-IN-SAVINGS DISCLOSURE

**Regular Checking Account:** You must deposit \$100.00 to open this account.

**Fees:** There are no monthly fees associated with your regular checking account.

**Business Checking Account:** You must deposit \$100.00 to open this account.

**Fees:** There are no monthly fees associated with your business checking account.

**Premier Money Market Account:** This account is an interest-bearing account.

**Balance Information:** We use the average daily balance to calculate the interest on your account. Interest begins to accrue on the business day you deposit non-cash items (for example checks). This is a Tiered-Rate Account, which means that different interest rates apply to different balance levels maintained. For example, accounts that maintain a balance of \$50,000.00 or more will accrue interest at a rate of \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_% on the entire balance.

**Transaction Limitations:** You must deposit \$5000.00 to open this account. You may make up to three withdrawals per month or statement cycle, or similar period of at least four weeks. There will also be a service charge of \$9.50 per pre-authorized ACH or check withdrawal in excess of three total. You may make unlimited in-person withdrawals.

**Account Fees:** A minimum average daily balance of \$10,000.00 is required to avoid a \$15.00 monthly service charge. The interest rate and annual percentage yield are subject to change at any time. Interest will be compounded monthly and will be credited to your account monthly.

**Additional Account Information:** Each tier requires a certain average daily balance to accrue the given interest rate for that given tier as shown in the graph below:

PREMIER MONEY MARKET SAVINGS					Monthly Service Charge \$15.00
Minimum Opening Balance			\$5,000		Minimum Daily Balance to Avoid Monthly Fee \$10,000 Rates are based upon average daily balances. Interest paid monthly.
	Min Amt	Max Amt	RATE*	APY*	
TIER I	\$0	\$24,999			
TIER II	\$25,000	\$49,999			
TIER III	\$50,000	\$99,999			
TIER IV	\$100,000	\$249,999			
TIER V	\$250,000	And above			

\*see current rate sheet

For accounts that fail to maintain the minimum required balance of \$10,000 monthly service charge of \$15.00 per month will be charged. These terms are subject to change at any time and rates are subject to change without notice.

\*see current rate sheet

**Savings Account:** The minimum amount needed to open this account is \$100.00.

**Rate Information:** At our discretion, we may change the interest rate on your account. Rates can change at any time without notice. Interest will be compounded quarterly and will be credited to your account every quarter. Interest begins to accrue on the business day you deposit non-cash items (for example checks).

**Balance Information:** We use the daily average balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is a quarterly statement cycle.

**Transaction Limitations:** You may make up to eighteen limited transactions per quarter, not to exceed 6 withdrawal transactions per month. Limited transactions may include: pre-authorized transfers through Automatic Clearing House or Electronic Funds Transfer, automatic transfers for overdraft protection, telephone, facsimile, and computer transactions to transfer funds to another account at the same institution, transfers between a parent's accounts and his/her child's account, and withdrawals initiated by telephone where the proceeds are paid to third parties.

**Regular and Jumbo Certificates of Deposit:** A minimum opening balance of \$1000.00 is required to open a regular certificate. There is a maximum deposit amount of \$100,000.00 on a regular certificate. Jumbo certificates require a minimum deposit of \$100,000.

**Rate information:** The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. The interest rate and annual percentage yield will not change for the term of the account. Interest will be compounded every three months and credited to your account every three months. Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

**Balance Information:** We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is every three months. We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate of the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Transaction Limitations:** You may not make additional deposits into this account. You may not make withdrawals of the principal from your account before maturity. If you withdraw any of the principal before the maturity date we may impose up to six months of interest on the amount withdrawn subject to penalty. There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. Interest may be withdrawn any time during the term of crediting after it is credited to your account. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Time requirements:** Your account will mature \_\_\_\_\_. This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any). We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after the final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date with the same term, minimum balance (if any) and other features as the original time deposit. You have up to 10 calendar days after maturity to withdraw the funds without a penalty.

Your certificate of deposit account will mature on \_\_\_\_\_, and it will \_\_\_\_ automatically renew unless you prevent it. The new maturity date will be \_\_\_\_\_. The interest rate and annual percentage yield have not been determined. They will be available on the date of maturity. Please call (801) 355-7411 or visit our website at [www.libertybankofutah.com](http://www.libertybankofutah.com) to learn the current interest rates and annual percentage yield for your new account.

## Fraud Prevention

To help prevent check fraud and other criminal activities against you, please review the following fraud prevention guidelines.

- Do not preprint your driver's license or Social Security number on your checks.
- Call us immediately if your new checks do not arrive within 10 business days of your order.
- Call us immediately if there are any discrepancies you cannot explain on your statement or if you do not receive your statement.
- Store blank and canceled checks in a safe place. Notify us if any check is lost or stolen.
- Write your checks in ink and fill in all lines completely.
- Do not leave any outgoing mail containing checks in an unlocked mail collection box or in your residence mailbox. Deposit this type of mail in a secure U.S. Postal Service box.

- Thoroughly destroy unused deposit slips, transaction receipts, canceled checks and statements,
- Notify us if any form of identification, your checkbook, or any blank checks are missing, lost or stolen.
- Do not give anyone a pre-signed blank check.
- Do not provide account information, including account numbers to anyone, even if they claim to be calling from Liberty Bank.
- Keep accurate records. This will allow you to more easily recognize unauthorized activity.

### **Check 21 Mandated Consumer Disclosure**

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and the back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws in respect to those transactions.

What are your rights regarding substitute checks? In certain cases, federal laws provide a special procedures 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 you account or that we withdrew amount from your account more than once for the same check.) The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees.)

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

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

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

How do you make a claim for refund? If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact us at 801-355-7411. You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the statement for your account showing that the substitute check was posted to you account, whichever is later. We will extend this time period if you are 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 name of the person to whom you wrote the check, and amount of the check.

**LIBERTY BANK**  
**326 SOUTH 500 EAST**  
**SALT LAKE CITY, UT 84102**  
 Business Days: Monday through Friday  
 Excluding Legal Holidays  
 Phone: (801) 355-7411  
 Fax: (801) 355-7436



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

Customer Service email: [customerservice@libertybankofutah.com](mailto:customerservice@libertybankofutah.com)  
More detailed information is available on request

**Member  
FDIC**

9/19/2013