

These Terms and Conditions govern the relationship between [Altustrust Bank] ("the Bank," "we," "us") and each customer ("you") who opens an account or uses our banking services. By opening an account or using our services, you agree to these Terms and Conditions. Please read them carefully.

#### 1. Account Eligibility and Information

- Eligibility: You must be at least 18 years of age (or the age of majority in your state) and provide a valid Social Security Number or Individual Taxpayer Identification Number.

- Account Information: All information provided during account opening must be accurate. You are responsible for promptly updating us of any changes to your contact information.

#### 2. Account Types and Services

- Checking and Savings Accounts: The Bank offers various types of checking and savings accounts. Interest rates, fees, and features may vary by account type.

- Other Services: We may offer credit cards, and other banking products, each with its own terms and conditions, which will be disclosed at the time of application or agreement.

## 3. Deposits and Withdrawals

- Deposits All deposits must be made in any currency used in creating the account. We reserve the right to place holds on deposits in accordance with our Funds Availability Policy.

- Withdrawals: You can access funds through ATMs, online banking, and in-branch transactions, subject to your account's terms and daily limits.

- Overdrafts: If you have opted into overdraft services, we may cover transactions that exceed your account balance. Fees may apply, as disclosed in our Overdraft Policy.

#### 4. Fees and Charges

- Fee Schedule: Applicable fees will be disclosed in our Fee Schedule, provided at account opening and available upon request. We may modify these fees with notice, as required by law.

- Other Charges: You are responsible for any third-party fees, such as ATM charges, imposed by another financial institution when using non-Bank ATMs.

#### 5. Electronic Banking Services

- Online and Web Banking: Access to our online and Web banking platforms is subject to separate terms and conditions. You are responsible for maintaining the security of your login information.

- Electronic Transfers: Any electronic transfers (ACH, wire transfers, etc.) are subject to our Electronic Fund Transfers Agreement, which includes details on consumer rights, limitations, and disclosures.



## 6. Account Security

- Customer Responsibility: You must take reasonable steps to safeguard your account and personal information. Notify us immediately if you suspect unauthorized access or transactions.

- Bank's Responsibility: We use reasonable security measures to protect customer information, including encryption and secure access protocols.

# 7. Dispute Resolution

- Arbitration Agreement: By using our services, you agree to resolve disputes through binding arbitration rather than in court, except as otherwise provided by law.

- Opt-Out Provision: You may opt out of this Arbitration Agreement within 30 days of account opening by notifying us in writing.

# 8. Termination of Account

- Either you or the Bank may terminate your account at any time. You remain responsible for all outstanding transactions, fees, and charges.

# 9. Wire Transfers

- Initiating Wire Transfers: You may request both domestic and international wire transfers from your account. Wire transfer requests may be made in person, through online banking, or by any other method permitted by the Bank. The Bank reserves the right to verify your identity and the transfer details before processing.

- Cut-Off Times: Wire transfers are processed only during regular banking hours and within established cut-off times. Any wire transfer request submitted after the cut-off time may be processed the next business day.

- Authorization and Accuracy: You are responsible for providing accurate information, including the recipient's name, account number, and bank details. The Bank is not responsible for errors in information you provide or for any delays or failures resulting from incorrect or incomplete information.

- Reversal or Cancellation: Once a wire transfer has been initiated, it may not be canceled or reversed. However, you may request a reversal, and the Bank will make reasonable efforts to retrieve funds if possible. Any costs incurred in attempting the reversal will be charged to you.

- Wire Transfer Limits: The Bank may set limits on the amount and frequency of wire transfers, and these limits may vary depending on your account type or other factors.

# 10. Wire Transfer Fees and Charges

- Domestic Wire Transfers: Fees for domestic wire transfers vary depending on the account type and service level. Current fees are outlined in our Fee Schedule and may change periodically with prior notice.



- International Wire Transfers: Additional fees apply for international wire transfers, which may include fees from intermediary banks, foreign exchange charges, and any additional costs incurred in processing international transactions. These fees are disclosed at the time of the transaction.

- Third-Party Charges: The Bank is not responsible for any additional charges imposed by intermediary or receiving banks, which the client is required to pay to facilitate transfer.

- Exchange Rates: For international wire transfers, funds may be subject to foreign exchange rates, which fluctuate daily. The Bank applies prevailing rates at the time of processing, and you agree to accept these rates without further notice.

11. Know Your Customer (KYC) and Anti-Money Laundering (AML) Compliance

- Customer Identification Requirements: The Bank is required to verify the identity of all customers in compliance with U.S. federal and state laws, including the USA PATRIOT Act and the Bank Secrecy Act. You agree to provide accurate personal information and documentation as required for identification, such as a government-issued photo ID, and proof of address.

- Source of Funds and Transaction Monitoring: To prevent money laundering and illegal activities, the Bank may request additional information to verify the source of funds or review the purpose of certain transactions. This may include inquiries into large or unusual transactions or requests for documentation supporting the legitimacy of funds.

- Periodic Reviews and Account Updates: The Bank periodically reviews account information to ensure compliance with KYC and AML regulations. You are required to promptly update the Bank with any changes to your personal or business information.

- Account Holds or Restrictions: If you fail to provide the requested information or documentation, the Bank reserves the right to place holds, restrict transactions, or suspend the account until compliance requirements are met.

- Reporting to Authorities: The Bank is obligated to report suspicious activities to relevant authorities, such as the Financial Crimes Enforcement Network (FinCEN), without notifying you, as permitted or required by law. The Bank may also respond to subpoenas or lawful requests for information from regulatory bodies or law enforcement agencies.

# 12. KYC/AML Fees and Charges

- Due Diligence and Documentation Fees: The Bank may charge fees to cover costs associated with enhanced due diligence or additional documentation requests, particularly for high-risk accounts or complex transactions. These fees, if applicable, will be disclosed prior to their imposition.

- Charges for Non-Compliance: If your account requires repeated or prolonged compliance reviews due to incomplete or inaccurate information, the Bank may impose additional administrative fees to cover these costs.

- Foreign Transaction Monitoring Fees: If applicable, fees may be charged for additional monitoring required for accounts with frequent or high-value international transactions, in accordance with AML compliance procedures.



## 13. Right to Deduct Fees and Charges

- Authorization for Deductions: By maintaining an account with the Bank, the Bank is not authorize to deduct any applicable fees, service charges, or other amounts due under these Terms and Conditions directly from your account balance. Deductions may include, but are not limited to, monthly maintenance fees, transaction fees, overdraft charges, wire transfer fees, KYC/AML compliance fees, or any other fees as specified in the Bank's Fee Schedule.

