

Welcome to BankUnited. This Depositor's Agreement (this "Agreement") contains important information regarding the terms and conditions governing personal and business deposit accounts at the Bank. By opening or continuing to maintain a deposit account with us, you accept and agree to be bound by the applicable provisions of this Agreement, as well as all applicable provisions contained in other disclosures, schedules and agreements, including, without limitation, our Privacy Policy, Funds Availability Disclosure, Electronic Funds Transfer Terms and Conditions, Digital Banking Terms and Conditions, and Personal and Business Schedules of Fees, that are incorporated into this Agreement by reference. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls.

In this Agreement, "BankUnited", "Bank", "we", "us" and "our" mean BankUnited, N.A. "You" and "your" mean each and every owner of the account and each and every other person with authority to withdraw or transfer funds from the account or otherwise transact on the account.

Please READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account. If you have any questions after reading this Agreement, we will be happy to answer them.

## CHANGES TO THIS AGREEMENT

We may change the terms of this Agreement at any time. We may add new terms or delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We will send you advance notice of any adverse changes to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to have accepted and agreed to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement.

## OUR RELATIONSHIP WITH YOU

Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between you and the Bank. We owe you only a duty of ordinary care. Our internal policies and procedures are

solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

## ACCOUNT OPENING IDENTIFICATION REQUIREMENTS

To help the United States 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.

When you open an account, we will ask for your name, street address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents. Federal law requires that you provide us with your Social Security Number, Taxpayer Identification Number or Employer Identification Number ("Taxpayer Identification Number") before opening any account. For individuals, this is your Social Security Number or Individual Taxpayer Identification Number; for legal entities this is your Employer Identification Number. If you are a sole proprietor, you may use your Social Security number or Employer Identification Number. If you are in the process of applying for such a number, we may open your account temporarily pending receipt of the number. If you fail to provide us with your Taxpayer Identification Number, we may close the account at any time without prior notice to you.

Our customers are also required to certify under penalty of perjury that the Taxpayer Identification Number is correct and whether they are subject to backup withholding. This certification is completed on the Bank's signature card, a substitute W-9 or on IRS Form W-9 Request for Taxpayer Identification Number and Certification. If this information is not provided, or if the IRS informs us that you supplied an incorrect Taxpayer Identification Number or that you underreported your interest income, we are required to withhold a percent of the interest earned on the account, referred to as backup withholding. Additionally, the Internal Revenue Service ("IRS") may assess a fine for not complying with its requirements. We are also required to obtain a Taxpayer Identification Number and certification on entities exempt from IRS reporting and withholding. To qualify for tax-exempt status, an organization must apply with the IRS, unless it is already on the IRS list of tax-exempt organizations.

If you are a nonresident alien, we will record your Passport Number, the name of the country that issued the Passport and your foreign address. For an account to be classified as a nonresident alien account all owners of the account

must certify their foreign status at the time the account is opened on an IRS Form W-8. If your account is funded before we verify the information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account, or we may close the account if it was previously funded. Nonresident aliens must recertify their foreign status every three (3) years. If any owner does not certify their foreign status, we are required to withhold a percentage of the interest earned on the account.

## REPORTING OF INTEREST

Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your Taxpayer Identification Number on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. We report under the first name listed on the account unless you instruct otherwise, using the Taxpayer Identification Number you provided when you opened your account, unless you later provide us with an updated Taxpayer Identification Number certification.

## OFAC COMPLIANCE

The Department of Treasury's Office of Foreign Assets Control ("OFAC") administers and enforces economic sanctions programs implemented by the United States Government. BankUnited is required to comply with all OFAC sanctions, which may include rejecting or blocking transactions of funds of certain individuals and entities. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. In addition, you agree that if you are ever located in an OFAC sanctioned country, you will not use, access or attempt to use or access any account you have with us. You further agree that we can freeze and/or reject any transaction we reasonably believe violates any of the OFAC sanctions programs or Bank policy or procedure. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC sanctions program and that we will have no liability for any such delays, suspensions, hold and/or any resulting unavailability of funds.

## FEES

You agree to pay for our services in accordance with the fees described in the applicable Schedule of Fees for your account. Fees are subject to change from time to time at our sole discretion and may vary from state to state or between regions within a state. If a fee change may have an adverse impact on you, we will notify you at least thirty (30) days prior to implementing the change. You authorize us to charge your account for these fees whether or not such fees will result in an overdraft of your account. You acknowledge and agree that the funds in your account

that may be used to pay such fees may include any federal or state benefit payments that you choose to deposit in any account (including direct deposits of Social Security benefits). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions by notifying the benefits payor at any time.

## ACCOUNT OWNERSHIP

When you open an account with us, we may rely on information you give us and we maintain in our records. We determine the type and ownership of the account from this information. When you ask us to make a change to this information or your account, and we agree to the change, the change is not effective until we have had a reasonable time to act on the new information. We may require you to close the account in order to remove a co-owner or authorized signer, terminate a joint ownership or change a pay-on death or trust designation.

When we accept a deposit to an account or permit a withdrawal of payment from an account, we may rely upon the form of the account and the terms of this Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account.

If you instruct us to open an account in the names of two or more people, and we do so, but later determine that one or more of them have not completed our account opening documents or other requirements, you agree to hold us harmless for reliance upon your instruction. We may, in our sole discretion, for all purposes and circumstances (including determining ownership of the account following the death of any person in whose name the account was opened) either treat the account as being owned by all persons in whose names the account was opened or treat the account as being owned solely by the persons who have signed or completed our account opening documents or other requirements. If we treat the account as owned by all persons in whose names the account was opened, we may permit the non-signing person to withdraw funds or take other action on the account without us having any liability to you.

Where a corporation, unincorporated association, limited liability company, partnership, limited partnership, government entity, sole proprietor or other entity is designated or appears on a signature card as the owner of an account, then the account is payable only to or on the order of the business entity and not to any individual director, shareholder, member, partner thereof, except as they may be a payee on a check or other item drawn on the account. You represent and warrant to us that the entity has taken all action necessary to open and maintain banking accounts with us, and that all resolutions and/or other documentation delivered to us in connection with

the account are true, accurate, complete, will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You further agree that each authorized signer on a business account is authorized to endorse for collection, deposit or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment of money or transfer of money between accounts at the Bank and other banks, or do anything else involving the account. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft, and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed. You further represent and warrant that each authorized signer is authorized to act for and on behalf of the business in any manner involving any account of the business, including the authority to instruct us to close the account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, online access, funds transfer agreements or safe deposit agreements.

## **NEW ACCOUNTS**

Your account is considered a new account if it has been opened for thirty (30) calendar days or less. If you have other previously opened deposit accounts with us that have been opened for a period of at least thirty (30) calendar days, the account is not considered a new account.

## **ACCOUNT OWNERSHIP DESIGNATIONS**

Single Ownership (Individual) account — is an account owned in the name of one individual only. Upon the death of such individual, the account will belong to the individual's estate and will be administered by the person(s) designated or appointed by court order.

Joint account — is an account owned in the names of two or more individuals with right of survivorship and not as tenants in common or tenants by the entireties. We can act upon the instruction of any one or more of the account owners. Upon the death of one of the owners, the account will belong to the surviving joint owner(s). Each joint owner may withdraw or transfer, by any means we make available, any or all funds on deposit, close the account, enter into special agreements regarding the account, add or remove any signatory or other joint owner to or from the account and stop payment on any check or draft drawn on the account without the signature of the other joint owner(s). Each joint owner further appoints each of the other owners as his/her agent and attorney in fact with power to endorse

and deposit items payable to him/her in the joint account. All joint owners will be jointly and severally liable for all overdrafts, whether or not that particular owner initiated the transaction which resulted, directly or indirectly, in such overdraft. All joint accounts are presumed to be joint accounts with the right of survivorship, unless applicable state law does not permit this presumption or we have agreed with you in writing that the account is owned in another capacity. Right of survivorship means that when a co-owner dies, the funds belong to the surviving co-owner. The applicable state law may impose requirements that must be met to create a joint account with right of survivorship. You are solely responsible for meeting these requirements.

Tenancy by the Entirety (Spouses Only) — is a joint account owned by two spouses as recognized by applicable state law where the account is opened. Upon the death of one of the spouse owners, the account will belong to the surviving spouse owner. This account type is only available in the state of Florida. An account will be considered a tenancy by the entirety account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenancy by the entirety account before responding to a garnishment or other legal process.

Uniform Transfers to Minors account — is a custodial account opened as an irrevocable gift for a minor beneficiary in accordance with the applicable Uniform Transfer to Minor Act for the state where the account is opened. The minor's Taxpayer Identification Number is used on the account. The Bank can only act upon the instructions of the custodian, and only one minor and one custodian are allowed per account. The custodian agrees to distribute the funds on deposit in the account to the minor when the minor attains the age of majority (as determined by applicable law).

Payable on Death account (also referred to as "In Trust For" or "Totten Trust") — is an account in which one or more account owners may designate one or more beneficiaries to receive the account's funds upon the death of the account owner or last surviving joint owner.

During the lifetime of the account owner, the owner may close the account, remove or add a beneficiary, change the account type or account ownership and withdraw all or part of the balance of the account. If more than one beneficiary is named in our records, they will share equally in the account proceeds. The applicable state law may impose requirements that must be met to create a Payable on Death account. You are solely responsible for meeting these requirements.

Fiduciary account — is an account involving a legal arrangement or capacity in which one person or entity (the "Fiduciary") acts on behalf of another. Examples include, but are not limited to: Personal Representative, Executor, Guardian for a Minor or Other Legal Incompetent Person, Attorney-In-Fact, Representative Payee, and Trustee under a Trust Agreement or Will. Upon the Bank's request, the

Fiduciary will supply the Bank with an affidavit, certification or other documentation pertaining to the account and the fiduciary relationship. In certain instances withdrawals or transfers from a fiduciary account may require a court order. At no time will we owe any fiduciary duties to you or any owner of the account nor will we undertake an obligation to enforce or monitor the terms of any Trust Agreement or Will.

Business account — is an account established by a sole proprietorship, partnership, limited partnership, corporation, Limited Liability Company, association, not-for-profit corporation or any governmental entity. We may require a resolution, authorization or other document to evidence the authority of individuals to act on behalf of the business.

Consumer or personal account — is an account which is established and kept for personal, family, or household purposes and isn't intended for business use. A consumer account can be owned by one or more individuals.

### **MULTIPLE SIGNATURES NOT REQUIRED**

We do not offer accounts that require two or more signatures. We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payment, or otherwise give us instructions regarding the account. Any designation of a specific number of desired signatures on a signature card, resolution or other document is solely for your convenience and internal control purposes and is not binding on us.

### **POWER OF ATTORNEY**

You may wish to appoint someone to act for you as your agent or attorney-in-fact to conduct transactions on your behalf pursuant to a power of attorney. Please note that the power of attorney form must be acceptable to us, unless we are required by law to recognize a statutory power of attorney form. We may, in our sole discretion, refuse to honor or accept a power of attorney to open, close, deposit or withdraw funds from your account or to supply endorsements on checks or any other items or to take any other action with respect to your account. We may request that you complete our power of attorney form which is available at any of our branch locations. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without liability to you. We may require your agent to present the original form and refuse to act on a copy. We may also require that your agent confirm in an affidavit that the power has not been revoked or terminated. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under

a valid power of attorney. We may continue to recognize the authority of your agent to act on your behalf until we receive written notification from you that you revoked the agent's authority, or notice of your death or incapacity and have had a reasonable opportunity to act upon it.

### **ACCOUNT TYPES**

We offer several different types of savings, certificate of deposit, and checking accounts for personal and business customers. We occasionally offer interest rate bonuses and other special promotions on specific accounts or to specific customers. These offers do not apply to all accounts, customers, locations or methods of account opening.

### **SAVINGS ACCOUNTS**

We offer a variety of savings accounts for both personal and business accounts. Our savings accounts earn interest, but have no specific maturity date.

Our savings accounts are variable rate accounts. We may change the interest rate and annual percentage yield from time to time at our discretion without notice to you. We do not impose a limit on the amount the interest rate and annual percentage yield on your account may change. Interest begins to accrue on the business day you deposit cash and/or noncash items (i.e. checks). For purpose of accruing interest, we use the daily balance method. This method applies a daily periodic rate to the principal balance in your account each day. We reserve the right not to pay interest on any deposited item that is returned to us unpaid. The interest rate and annual percentage yield applicable to your account on the date your account is opened will be set forth on a separate disclosure provided to you when your account is opened. That disclosure is considered a part of this Agreement. For savings accounts, interest is compounded daily and credited quarterly.

For money market accounts, interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items.

For tiered accounts, the daily interest rate we pay depends on the tier into which the end of day balance in the account falls. If you have a tiered account, your balance earns the interest rate and annual percentage yield in effect that day for the balance tier associated with your end of day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts. You can obtain current interest rates for your account by calling our Client Care Center or by visiting a branch and asking one of our representatives.

## CERTIFICATE OF DEPOSIT ACCOUNTS

When you open a certificate of deposit account, ("CD") both retirement<sup>1</sup> and non-retirement, you agree to leave your funds on deposit for a stated period of time. A CD is neither transferable nor negotiable.

Your funds earn interest during the term of your CD. We generally set interest rates for new CD accounts based on the type of CD, the amount you deposit and the term you select. Rates for new CD accounts may change daily. We may also set interest rates based on the channel through which the CD is opened. This means that the interest rate and annual percentage yield ("APY") that we offer on the same type of CD may be higher or lower based on the specific location or method of account opening. For example, a CD opened through our Client Care Center may earn a different rate than the same type of CD opened in a branch or online. We may also offer from time to time interest rate promotions and special rates. Any promotional or special rates will only apply to the initial CD term and not to any renewal term. You may obtain current rates by calling our Client Care Center, visiting [bankunited.com](http://bankunited.com) or visiting a branch and asking one of our representatives.

Interest earned will be credited to your CD either monthly or quarterly as determined when you initially opened your CD. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the balance in the account each day. Interest begins to accrue on the business day you deposit non-cash items (i.e. checks). Deposits you give us on a weekend or bank holiday are treated as received the next business day. Interest is calculated on a 365 day basis (in a leap year we may use a 366 day basis).

The APY for your CD is a percentage rate reflecting the total amount of interest that would be earned on the account based on the interest rate and the frequency of compounding. The APY assumes that interest will remain on deposit until maturity. This means that you must maintain the minimum deposit amount (plus all interest earned) in your CD every day to obtain the stated APY. Any withdrawal or disbursement will reduce earnings and the stated APY will change.

You may withdraw any paid or credited interest without penalty during your CD's term or at maturity. You may not withdraw any principal from, or redeem, your CD before the maturity date unless we consent to the withdrawal. Any early withdrawal of principal that we permit will be subject to an early withdrawal penalty (except in the case of death or legal incapacity of an owner of the CD). Note that early withdrawal of principal from a retirement CD may also be subject to other penalties and tax consequences in accordance with applicable law. Please consult your tax advisor for advice.<sup>1</sup> We calculate early withdrawal penalties on the principal amount withdrawn at the interest rate in

effect as of the withdrawal date. If we consent to an early withdrawal of principal, one of the following penalties will be imposed:

Term of CD	Amount of Penalty
Less than 3 months	An amount equal to 30 days simple interest on the amount withdrawn
3 months to 12 months	An amount equal to 90 days simple interest on the amount withdrawn
More than 12 months	An amount equal to 180 days simple interest on the amount withdrawn

If you have not earned enough interest to pay the required early withdrawal penalty, some or all of the penalty may be deducted from the principal amount of your CD. Any applicable penalties for early withdrawal of principal will be payable immediately upon withdrawal.

Your CD maturity date is the last day of your CD's term. The Bank allows a seven (7) calendar day grace period following the maturity of your CD ("Grace Period") during which you may redeem your CD, change the term, make additional deposits or withdraw funds without incurring a penalty. If you withdraw any funds or close your CD during the Grace Period, the Bank does not pay interest from the maturity date to the date of withdrawal on the funds withdrawn. If your CD is renewed, any interest not disbursed will become part of the principal for the renewal term.

Unless we have notified you in writing otherwise, or you change or close the account during the Grace Period, upon maturity your CD will automatically renew into a Bank standard fixed rate CD as follows:

Original CD Term	Standard CD Renewal Term
Less than 6 months	3 months
6 months to 8 months	6 months
9 months to 11 months	9 months
12 months to 17 months	12 months
18 months to 23 months	18 months
24 months to 35 months	24 months
36 months to 47 months	36 months
48 months to 59 months	48 months
60 months or more	60 months

<sup>1</sup>Retirement CDs are subject to various contribution, transactional and distribution limitations as imposed by the Internal Revenue Code. We make no representation as to the tax consequences relating to any retirement CDs. If you have any questions concerning the federal or state tax consequences resulting from your purchase, ownership, use, liquidation or withdrawal of your retirement CDs, please refer to your Retirement Account Agreement and Disclosure or contact your tax advisor.

Automatically renewable CDs renew under the terms of the applicable account agreement in effect on the renewal date. Once your CD renews, any reference to the maturity date means the last day of the new term. We reserve the right not to renew your CD if we send written notice of non-renewal to your address of record with the Bank at least thirty (30) days before your CD's maturity date. Some CD accounts do not automatically renew. If your account information states that your CD does not automatically renew, then your CD does not earn interest after its maturity date.

When we automatically renew your CD, we will reinvest both principal and the interest not previously withdrawn. We reserve the right on automatically renewable CDs to change the interest rate and APY for any subsequent renewal period(s) to be equal to the interest rate and APY in effect for a standard fixed rate CD that the Bank is offering at such time for CDs in the market where you purchased your CD. Any special or promotional rates we are offering will not apply to automatically renewing CDs.

## CHECKING ACCOUNTS

We offer both interest-bearing and non-interest bearing checking accounts. Please note that interest-bearing checking accounts may only be opened and used by the following customers: individuals, certain non-profit organizations, federal, state and local government entities, and certain fiduciaries. You may not use an interest bearing account for business purposes. If we believe that you are not eligible to own an interest-bearing checking account or that you are using the account for business purposes, we may either close the account or convert it to an account that does not earn interest.

Your account, if designated as interest-bearing, will be a variable rate account on which we may change the interest rate and annual percentage yield from time to time at our discretion without notice to you. We do not impose a limit on the amount the interest rate and annual percentage yield on your account may change. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items. For purpose of accruing interest, we use the daily balance method. This method applies a daily periodic rate to the principal balance in your account each day. We reserve the right not to pay interest on any deposited item that is returned to us unpaid. The interest rate and annual percentage yield applicable to your account on the date your account is opened will be set forth on a separate disclosure provided to you when your account is opened. That disclosure is considered a part of this Agreement. For checking accounts, interest is credited and compounded monthly.

We may also offer variable rate accounts, in which the interest rate earned is dependent on the number of qualifying transactions performed each statement cycle.

Please review the applicable truth in savings document for any additional details.

For tiered accounts, the daily interest rate we pay on depends on the tier into which the end of day balance in the account falls. If you have a tiered account, your balance earns the interest rate and annual percentage yield in effect that day for the balance tier associated with your end of day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts.

You can obtain current interest rates for your account by calling our Client Care Center or by visiting a branch and asking one of our representatives.

## SUB-ACCOUNTS

For regulatory reporting and internal accounting purposes, all checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted, and a holding sub-account, into which available balances above a preset level are transferred daily. For non-interest bearing checking accounts, both sub-accounts are non-interest bearing. For interest checking accounts, the holding subaccounts pay the same rate of interest as their corresponding transaction sub-accounts. Although there are two subaccounts, your account is considered a single account for your deposits and withdrawals, as well as for balance requirement, service fees, monthly statement and tax reporting purposes. Funds will be transferred to your transaction sub-account to meet your transactional needs; however, because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

## LINKED ACCOUNTS

Some checking accounts permit you to link other accounts you may have with us to help waive the monthly maintenance fee for that checking account based upon the balances you keep in those other accounts. Linking accounts is always at our discretion. You still need to meet any applicable balance requirements on each linked account to avoid any monthly maintenance fees on those accounts.

Some restrictions apply to linking accounts. For example: on individual personal accounts, the owner must be the same on each linked account; for accounts with more than one owner, at least one of the owners must be an owner of each linked account; and in most cases a fiduciary account may not be one of the linked accounts.

You may be able to use our Digital Banking Solutions to access your eligible linked accounts. These accounts may include accounts of affiliated or subsidiary businesses bearing the same tax identification number with the agreement of each such business.

## CHECK FORM SPECIFICATIONS

When you open a checking or money market account with check-writing capabilities, you can order personalized checks through us. When we place an order for your checks, any associated costs will be deducted from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the items.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our then current specifications. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us.

You agree to safeguard your blank checks and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account.

## DEPOSITS

You may make deposits in person at a branch, by mail, at a proprietary ATM, via ACH, through mobile deposit, or by any other method we make available. We may accept, for collection only, refuse or return all or part of any deposit.

We are not responsible for deposits made until we actually receive the deposits and record the receipt of those deposits on our books and records. If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, plus a fee as set forth in the Schedule of Fees applicable to your account, even if this causes your account to become overdrawn. All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit.

We encourage you to use your personalized deposit slips in order to help us credit deposits to your account and to minimize errors. If you do not use your personal deposit slips, you agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or one of our employees.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account you maintain with us. We may refuse to accept for deposit to your account items payable to another person.

## ENDORISING CHECKS

If you fail to endorse an item that you submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. With respect to any such item, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Any item that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you, your authorized agent, or by someone having no authority to supply your endorsement. We will not be responsible for any loss you incur if a check is improperly endorsed.

We may refuse for deposit an item that bears the endorsement of one or more person(s) who are not known to us. If you deposit or negotiate such an item, you guarantee and warrant that all endorsements are valid and that all necessary endorsements are included. In the event any such item is returned to us for any reason, you authorize us to place a hold on or debit your account for the amount of the item and you agree to be responsible for the full amount of the item plus a fee as set forth in the Schedule of Fees applicable to your account. We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification.

When you endorse checks that you ask us to cash or deposit, you must endorse them in the area reserved for your signature that is on the back of the check, within 1 ½ inches from the top edge of the back of the check. You must also confine information that you place on the back of your checks to the same area. If depositing a check using Bank's Mobile Check Deposit Service, you must restrictively endorse the check as "For Mobile Deposit at BankUnited". Further, you agree not to otherwise transfer or negotiate the original check after it has been scanned and accepted for mobile deposit. The portion of the check not reserved

for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will also be liable for any claims, costs, losses and damages that result from late return of a check due to your endorsement, a prior endorsement, or information you have entered on the back of the check that obscures or interferes with other endorsements.

### **CREDITING OF DEPOSITS**

Funds deposited at a branch before the close of business on a business day will be credited to the applicable account that business day. Funds deposited at one of our ATMs before 2:00 pm ET, on a business day that we are open, will be credited to the applicable account that business day. Please reference applicable terms and conditions regarding checks deposited through one of our mobile applications. Please refer to our Funds Availability Disclosure for information as to when funds will be available.

### **RECEIPT FOR DEPOSITS**

A receipt may be provided or made available upon request for all deposits to your account (except for remote deposits, lockbox, night depository services and certain funds transfers). The amount reflected on your deposit receipt however, is based solely on the information from your deposit ticket. Funds from your deposits may not be made immediately available. We shall not be construed to have received for deposit checks sent by mail or placed in the night depository until we have either received actual delivery or removed the checks from the depository. All deposits made by mail and addressed to a bank location without using a specific branch name and street address will be considered received by the Bank's Operations Center in Miami Lakes, Florida as of the date such deposit is received by such facility. Credits for all deposits are subject to final verification and we may make adjustments to your account for any errors, including errors appearing on your deposit ticket. The availability of funds for withdrawal does not mean that the deposited check or item is "good" or has "cleared", or has been paid by the paying bank, or that the item will not be returned unpaid and your account subsequently debited, notwithstanding the passage of any period of time or any representation or belief to the contrary. We may accept credits to your account that have been originated by third parties (i.e. ACH credits, wire transfers). However, we may reverse any credit to your account that the originator of such deposit has informed us was in error, or was intended for another account, without investigating whether such credit was not properly payable to you. We will not give you next day notice of receipt of an electronic deposit to your account but will provide such notice to you on your next periodic account statement.

### **COLLECTION OF DEPOSITS**

In receiving checks or other items for deposit or collection, we act only as your collection agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process. You assume all risk of loss for an item in the collection process. Although we may credit your account for the amount of any item, this credit is temporary until we receive final payment in cash or other manner acceptable to us. We may reverse any temporary credit. If a temporary credit is reversed, a fee will be deducted from the account.

### **CHECKS LOST IN THE COLLECTION PROCESS**

We are not responsible if a check or other item is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or debit slip representing the check. A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return. You agree to promptly assist us in locating, identifying or replacing a lost item.

### **PROCESSING AND POSTING ORDERS**

You agree that we may credit items to, and debit items from your account by either posting such items by chronological check number arriving to your account on the same day or by using any other method and order of posting which we choose in our sole discretion.

In choosing such a method, we may establish processing priorities for checks and other items. We may change the priority or order at any time without notice to you. Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result. You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transactions. Your current balance may be different than your available balance due to pending transactions. Please note that an overdraft fee may occur when a debit transaction exceeds the available balance in your account. Funds subject to a hold, dispute or legal process are not available funds. The Bank will not charge an Overdrawn Account Fee, Insufficient Funds Fee or Uncollected Funds Fee on any consumer account, as set forth in the Schedule of Fees applicable to your account.



## FOREIGN ITEMS

We need not accept for deposit items drawn on a non-U.S. bank or items payable in a foreign currency and may instead accept such items on a collection basis, even after we have taken physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply.

## DIRECT DEPOSITS

If in connection with a direct deposit plan, we deposit any amount in an 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 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.

## REMOTELY CREATED CHECKS

You may not deposit remotely created checks (items not bearing your actual signature, but purporting to be authorized by you) into your account without our prior written consent. If you deposit remotely created checks you agree that we may withhold a portion of the proceeds of such remotely created checks in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. We may discontinue accepting remotely created checks at any time without cause or prior notice. If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

## FACSIMILE SIGNATURES

Unless you make advance arrangements with us, we may, but are not required 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. You must notify us at once if you suspect that your facsimile signature is being or has been misused. You agree to reimburse us for all claims, costs, losses and damages that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to be your signature or facsimile of your signature.

## WITHDRAWALS

You agree that we may charge your account for any withdrawal or transfer that you make or authorize another to make. We may, as a condition of withdrawal, require you to provide us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal, and may require that you sign a document releasing us from any liability in case you are robbed or assaulted. You agree that we are not responsible for providing security to you in such transactions. We may refuse the withdrawal if you do not agree with these conditions.

The Bank may allow withdrawals at any time, but reserves the right to require seven (7) days written notice of your intent to withdraw funds from any interest bearing checking, savings or money market account. Withdrawals can only be made by an authorized signer on the account. No third party withdrawals are permitted.

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, some of the reasons we may refuse such requests:

- if the funds you wish to withdraw are not yet available
- if there are insufficient funds in your account
- if the account is pledged as collateral for a loan
- if an account owner has died and we have not received all documents required to release funds in the account
- if we have been ordered by a court or other legal process not to permit the withdrawal
- if we are aware of any dispute relating to the account or funds in the account
- if we have some suspicion of fraud, irregularity or illegality

## PAYMENT OF CHECKS

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment is being processed for collection. Please note that some merchants may obtain authorizations in advance for point-of-sale transactions in

an amount greater than the final transaction amount. You agree that as checks or other items are presented to us for payment, we may place a hold on sufficient available funds in your account for the amount of those checks or other items, pending final settlement, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

You acknowledge that we process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part. If we do visually review any such check or other item, we may return it unpaid without liability from us to you if, in our opinion, it does not bear a signature matching the specimen signature on file with us (i.e., on the signature card for the subject account) or it does not have the correct number of signers or is otherwise unacceptable to us.

### **CASHING CHECKS FOR YOU**

You can cash a check at any BankUnited branch for any amount up to the available balance in your account upon the presentation of identification that is acceptable to us. We may occasionally refuse to cash a check written to you. If we do cash such a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to become overdrawn, and we may charge you a fee as set forth in the Schedule of Fees applicable to your account.

### **CASHING YOUR CHECKS FOR OTHERS**

If a person wants to cash your check at one of our branches, we may require them to provide additional information. This information may include fingerprints, identification satisfactory to us, and a valid signature and/or endorsement guarantee. We may also impose a fee for cashing the check. If the person fails or refuses to satisfy our requirements, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

### **TELEPHONE REQUESTS**

You agree that funds in any of your accounts with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order. Unless we have agreed otherwise in writing, we are not required to act upon telephone instructions or instructions received via facsimile transmission, voice mail or telephone answering machine.

### **TRANSFER LIMITATIONS**

We may limit the number of withdrawals and transfers you can make from any savings account, including money market accounts. You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals by means of a preauthorized or automatic transfer (including, but not limited to withdrawals or transfers made by ACH, telephone, internet or wire) or by check, draft, debit card or similar order payable to third parties per monthly statement cycle (or each month if you have a quarterly statement cycle). Please note that these limits do not apply to deposits and they do not apply to withdrawals you make at one of our branches, by mail or at an ATM.

If you have reached the limit of transfers during a monthly statement cycle period, we may refuse to honor additional transactions. We will impose a fee for each transfer that exceeds these limits. Please refer to the Schedule of Fees applicable to your account for the amount of the current fee. If you continue to exceed these limits after we have notified you of any such transfer violation, we will, in our sole discretion, convert your savings account to another type of account that is not subject to these transaction limits, or close your account and mail you a check for the balance, if any. Your funds may no longer earn interest after we convert your account.

### **OUR RIGHT TO CHARGE BACK DEPOSITED OR CASHED ITEMS**

If a check, draft or other item including, without limitation, substitute check, ACH entry or other funds transfer is deposited to or cashed against your account and (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number, procured by fraud, or any other reason, we may pay the return or demand, and subtract the funds from the balance in your account or other accounts for which you are an owner, or charge part of the item to each, even if you have already withdrawn the funds and regardless if such return or dishonor is timely. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, we may, without prior notice to you, charge your account for the amount (and any interest earned thereon), place a hold on the funds in question, or move them to a non-customer account, without prior notice to you, until we determine who is entitled to them. We have no duty to return an item that has been charged back to an account if that account is overdrawn, nor are we required to give you next day notice if a deposited or cashed item is dishonored.

When checks or other items that you deposit to your account are returned we may, at our sole discretion, re-present those checks or other items a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically.

Each time a deposited or cashed item is returned, you will be assessed a chargeback fee. Additionally if there are not sufficient funds in your account to cover the item, an Overdrawn Account Balance Fee may also be charged to your account. Refer to the Fee Schedule applicable to your account for specific information.

### **STOP PAYMENT ORDERS FOR CHECKS**

Generally, any signer on an account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a bank branch, through BankUnited Online Banking or by calling our Client Care Center. If the account on which the check is drawn is a business account, we may recognize and accept any one authorized signature for a stop payment order.

A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the check. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid.

You must provide us with your account number, the date of the check, the check number, the exact amount (dollars and cents) of the check, and the payee name. Any incorrect information you give to us may result in the check being paid. If we pay a check subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the check. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

You agree to indemnify and hold Bank harmless for all expenses, costs, and damages incurred by payment of the check if such payment is the result of your failure to furnish the information requested accurately and according to the time requirement noted above. A stop payment order will not release your legal and binding contract to repay the payee. You agree to indemnify and hold Bank harmless from and against all claims made by said payee arising from Bank honoring your request to stop payment on the check.

We reserve the right to require written stop payment orders. If we receive a stop payment request by phone, we may require you to put your request in writing and deliver it to us within fourteen (14) days. A stop payment is effective for twelve months and may be renewed for additional twelve-month periods by written request to Bank within the period during which the stop payment is effective. If a check is presented for payment after the stop payment order expires, we may pay the item. If you want to cancel a stop payment order, we may request written instructions from you. Your request to cancel the order is not effective until we have had a reasonable opportunity to act on it.

We may charge a fee for each stop payment order request. Please refer to the Schedule of Fees applicable to your account for the amount of the current fee.

You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer. Additionally, Bank is not required to accept a stop payment on a cashier's check, teller's check (official check) or certified check, unless you provide us sworn statement – in a form we deem acceptable – that the check is lost, destroyed or stolen and you agree to wait ninety (90) days before we reissue the check or reimburse you. In addition, we may demand that you purchase a surety bond for twice the amount of the instrument. We may not refund the check amount or issue a replacement check if the check is presented for payment within 90 days after the issue date. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order.

### **CHECKS CONVERTED TO ELECTRONIC DEBITS**

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check) and then sends us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time that you write the check or authorize the transaction. This debit will be reflected on your account statement as an electronic debit. If the business uses your check to initiate an electronic debit at the point of sale, the business should advise you accordingly and return the voided check to you. If the business receives the check by mail and converts it to an electronic debit, they may give you notice of the conversion and destroy the check.

### **RESTRICTIVE LEGENDS**

We are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than

\$1,000.00." We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks or from our failure to abide by them.

## **POSTDATED CHECKS**

If you write a post-dated check, we may pay it and charge it against your account, even if it is presented prior to the date of the check.

## **STALE DATED CHECKS**

We are not obligated to, but may, at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale dated check, you must place a stop-payment order on the check in the manner described in this Agreement.

## **FUNDS TRANSFER SERVICES**

The following provisions apply to funds transfers that you send or receive through us. Funds transfers are subject to Article 4A of the Uniform Commercial Code, as adopted by the state whose law applies to the account which you are using for the funds transfer service ("Article 4A"). Examples of funds transfers covered by this section are Fedwires and similar network transactions (i.e. SWIFT).

This section does not apply to transfers governed by Electronic Funds Transfer Act, Federal Reserve Board Regulation E, or transfers by check, draft, or other written item. If you have a specific agreement with us for funds transfer services, these provisions supplement that agreement to the extent these provisions are not inconsistent.

We have cutoff times for processing payment orders. Cutoff times vary depending upon the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We will tell you our cutoff times upon request. We are not obligated to accept any payment order that you give us. We may reject your funds transfer if you have insufficient funds in your account or if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us.

If we accept a payment order you give us, we may receive payment by automatically deducting from your account the amount of the payment order plus the amount of any fees for our services. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for

following your instructions and letting the beneficiary know when the funds become available. If you specify an account number to credit, you are acknowledging the following three things: (1) you know that the beneficiary bank may credit an account based on that account number; (2) the beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer; and (3) any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not ours. The funds transfer is completed upon acceptance by the beneficiary bank.

When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity of instructions by placing a call to any authorized signer on your account. By placing a payment order you agree to our use of the applicable security procedure. You acknowledge and agree that our security procedure is commercially reasonable and agree to be bound by the resulting transfer, whether or not authorized by you, provided that we have accepted the payment order in accordance with our established security procedure.

You are responsible for letting us know of any error, delay or other problem with your funds transfer within fourteen (14) days from the date you receive notification that we have transferred the funds. If you do not provide us with timely notice, you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank. In no event will we be liable for any consequential or incidental damages, including lost profits, in connection with your funds transfer.

If you decide to cancel or change your payment order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able

to cancel or change it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a charge for canceling or changing a funds transfer and for any required currency conversion. We will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

We may receive instructions to pay funds to your account. Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communication system. This includes wire transfers, automated clearinghouse ("ACH") transfers that may be sent through an ACH system or processed directly to an account with us and transfers between BankUnited accounts. Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. Under such circumstances, the person who sent the payment order is considered not to have paid you.

A reverse wire request is a Fedwire request from another financial institution instructing us to send funds from your designated BankUnited account to an account at the requesting financial institution. You authorize us to accept a request for a reverse wire transfer from you or your authorized representative. Such request will be deemed accepted by the Bank when we execute it. Since a reverse wire transfer request will only be executed on business days prior to the cut-off time established by Bank from time to time in its sole discretion, any request received on a day other than a business day, or after the established cut-off time, will be treated as being received on the next business day. We may reject any reverse wire request in excess of the available balance in the account or for any other reason in our discretion. We shall have no responsibility or liability for any information provided in a reverse wire transfer request that is inaccurate, incomplete or otherwise incorrect. You agree that your obligation to pay the amount of a reverse wire transfer request is not excused in such circumstances. Your authorization shall remain in effect until you have provided us with written notice of cancellation of such authorization and we have had a reasonable period of time to act upon such notice.

## **ACH DEBITS AND CREDITS**

From time to time, originators that you authorize may send ACH credits or debits to your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearinghouse (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree to these rules and that we may rely

on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

## **PAYING ITEMS PRESENTED AGAINST INSUFFICIENT FUNDS**

We may pay or decline to pay any item when it is presented if the available balance in your account is less than the amount of that item plus all other items received but not yet paid on a given day. Examples of withdrawals that could be returned may include any checks, ACH transactions, online bill payments, or any other debit from your account where we return it because it is for more than the available balance in your account at the time the transaction is presented to your account. We look at your available balance only once when the item is presented to us to decide if you have enough funds to pay the item. Our decision to pay an item into an overdraft is solely within our discretion. Even if we've paid an item into an overdraft before, we are not required to do it in the future. Please note that on personal accounts, we will decline everyday non-recurring debit card transactions and ATM transactions unless your available balance at the time is equal to or more than the amount of the requested withdrawal.

We will charge an Insufficient Funds Fee or Uncollected Funds Fee, as applicable, for each item presented on a business day when your account does not have sufficient funds, whether or not we pay the item. Refer to the Fee Schedule applicable to your account for specific information. Note that if we return an item for insufficient or uncollected funds, the person or organization that submitted the item may re-present the item to us. If your account does not have sufficient funds available at the time of re-presentation, we may again return the item and charge another Insufficient Funds Fee or Uncollected Funds Fee to your account. Thus, you may be charged multiple Insufficient Funds Fees or Uncollected Funds Fees, as applicable, in connection with a single item that has been returned for insufficient or uncollected funds multiple times. In addition, your account may be assessed an Overdrawn Account Balance Fee in accordance with the Fee Schedule applicable to your account. The Bank will not charge an Overdrawn Account Balance Fee, Insufficient Funds Fee or Uncollected Funds Fee on any consumer account.

## **OVERDRAFTS**

In the event that there are insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will assess fees as set forth in the Schedule of Fees applicable to your account. The Bank will not charge an Overdrawn Account Balance Fee on any consumer account.

You must immediately pay the amount of any overdraft together with any applicable fees or charges. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it. If you fail to pay any overdraft, we may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. You may also be charged additional fees or interest.

You authorize us to use the money from any subsequent deposits to your account to pay the amount of any overdraft and resulting fees or charges. Subsequent deposits include, but are not limited to, any federal or state benefit payments (e.g. direct deposits of Social Security) that you choose to deposit in any account. You understand and agree that if you do not want your benefits applied this way, you may change your direct deposit instructions by notifying the person or organization paying the benefits at any time. You also agree to pay all costs and expenses we incur including, without limitation attorneys' fees and court costs, in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off. It's your responsibility to avoid overdrawing your account.

If you elect our overdraft checking protection service, we will automatically transfer funds, sufficient to cover the amount of any overdraft and service charge to your checking account from an eligible secondary deposit account (savings or money market account) you choose. If there are not sufficient funds in your secondary deposit account to cover an overdraft, no transfer will be made, and we will charge you an insufficient funds fee in accordance with the Schedule of Fees applicable to your account. Additionally, please note that these transfers may result in Excessive Transaction Fees. The Bank will not charge an Overdrawn Account Balance Fee, Insufficient Funds Fee or Uncollected Funds Fee on any consumer account.

## ACCOUNT STATEMENTS

For certain accounts, we will send you periodic account statements showing all activity for the statement cycle period. Unless the account is enrolled in eStatements, we will send statements or notices to you at the postal mail address reflected in our records for the account. Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the mail, regardless of whether or not you receive it. If three (3) consecutive statements are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you.

Statements and notices held for you will be deemed delivered to you on the date of their issuance. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable.

If you enroll in our Digital Banking, instead of receiving a paper statement, any signer on an account may elect to enroll in our paperless statement service. If you elect to use the paperless statement service, we will notify you electronically, at the electronic mail address you provided for this service as reflected in our records, of the availability of your statement and other notices.

You must inspect your account statement and any accompanying items, promptly after your receipt or after we have made it available to you. You must notify us in writing within thirty (30) days after we send or make your account statement and any accompanying items available to you of any errors, discrepancies, unauthorized transactions or irregularities, including, but not limited to, unauthorized signature, alterations, improper charges, unauthorized transfer or withdrawal of funds, non-receipt of an expected statement, or that any deposit was not properly credited to your account. If you fail to do so we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization or for losses resulting from subsequent related occurrences. With respect to claims of unauthorized, missing or improper endorsements on any item drawn on your account, you must notify us in writing within sixty (60) days from the date your statement is postmarked, or is otherwise made available to you. We will not be responsible for any loss suffered by you if you do not notify the Bank in writing within these stated time periods. These time limits do not affect any rights you may have under the Electronic Funds Transfer Act and Check 21.

If your account is a business account, you agree that you will have at least two (2) people review your statements and notices. We assume no liability for unauthorized transactions made by a person whom you have designated as authorized to transact business on your business account or to whom you have made available any information or devices necessary to transact business on your business account.

We do not return your canceled checks. For certain accounts we will provide copies of images of the front of the cancelled checks posted to your account during a statement cycle with your statements. Some merchants, utilities and other billers may elect to convert your check into an electronic check. Since we do not receive your check in these instances, neither a cancelled check nor its image is available from us. Additionally, we may elect to receive electronic images from other banks or financial institutions in lieu of original checks. If we receive an electronic image for payment, this image will appear with other images, however the cancelled check will not be available from us.

## CLAIM OF LOSS

If you claim a credit or refund because of a forgery, alteration or any unauthorized withdrawal or transfer, you agree to cooperate with us in the investigation of the loss. Your cooperation will include, but will not be limited to, providing us with an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You further agree to notify law enforcement authorities of any criminal act related to the claim. 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 attorney's 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.

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. At our request, you agree to assign to us your rights under your policy. Our liability will be reduced by the amount of all insurance proceeds you receive or are entitled to receive.

This section does not apply to transfers governed by Electronic Funds Transfer Act, Federal Reserve Board Regulation E.

## SAFEGUARDING YOUR INFORMATION

It is your responsibility to protect your statements, checks, deposit slips, endorsement and signature stamps, ATM/debit cards, account numbers, personal identification numbers, usernames, passwords and other access devices we provide you for your accounts. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them are missing in time to prevent misuse. Further, if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check, you shall have sole responsibility for maintaining security of any such stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device, whether or not you are negligent. You agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability or expense (including

attorney's fees and court costs) that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such device or of any facsimile signature that reasonably resembles the signature you use.

Do not discuss, compare, or share information about your account with anyone else unless you are willing to give them full use of your money. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account. If you believe that any access device has been lost or stolen, please notify us immediately. We will not send you e-mails requesting personal information. If you receive an e-mail that seems to come from us and requests personal information, do not answer it. Instead, please notify us immediately.

## CLOSING AN ACCOUNT

You may close your account at any time (except as stated otherwise in this Agreement). We may allow one owner/authorized signer to close an account without the consent or signature(s) of any other owners/authorized signers. Except in limited circumstances, if you close a CD account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so. If we close your account, we will send you a check for the balance in your account, if any, less any applicable fees or charges. If your account balance is insufficient to pay any fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement.

Sometimes after an account is closed, we receive a deposit for credit to the account or a withdrawal request, check or other item for payment from the account. If this happens, we may at our option and without any liability to you, either return the check or other item, or we may reopen the account and accept the check or other item for payment, even if this overdraws your account. We are not liable for any losses or damages that may result from refusing the withdrawal or dishonoring the check or other item. A fee may be deducted from any checking, savings, or money market account closed within six (6) months of opening as outlined in the Schedule of Fees applicable to your account.

## RESTRICTING YOUR ACCOUNT ACTIVITY

There are many reasons we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or

from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We can assign and transfer your account information and documentation to a replacement account number at our discretion. We may make this assignment when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Depositor's Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this section.

## LEGAL PROCESS

If we are served with any legal process, including without limitation, a writ of attachment, restraining order, levy, execution, garnishment, subpoena or warrant relating to you or your account, we are authorized to comply with the legal process. We may, but are not required to, send a notice to you regarding the legal process. You agree that we are not required to determine whether the court issuing the legal process had jurisdiction over you or the account or otherwise had the authority to issue the legal process. You further agree that we will have no liability to you for honoring any such legal process. You have the right to raise any defense to the legal process against the party who originated the legal process, including the right to seek to have state or federal exemptions applied, where appropriate. Upon receipt of any legal process, you will be liable to us for our Legal Processing Fee as set forth in the Schedule of Fees applicable to your account. We may deduct such fee, as well as any expenses we may incur, including without limitation, attorneys' fees, court costs

and expenses incurred in responding to any legal process from your account or any other account you may have with us without prior notice to you. We do not pay interest on any funds during the period we hold them pursuant to any legal process. We will also have and may enforce our right of setoff against any of your accounts as set forth in the Security Interest/Right Of Setoff section of this Agreement in the event that we are served with any legal process with respect to your account.

We may comply with any legal process we deem appropriate even if it appears to affect the interest of only one owner of a multiple party account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates. If we pay any legal process related your account, we may debit any of your accounts even if this causes an overdraft. We may also charge an early withdrawal penalty if applicable to the account debited.

## SECURITY INTEREST/RIGHT OF SETOFF

You grant us a continuing security interest in your account to secure payment of any amounts that you may owe us or any of our affiliates. Subject to applicable law, you agree that we may exercise our right of setoff and apply funds that you maintain on deposit with us or with any of our affiliates, without prior notice or demand, to pay off any liability, debt, or other obligation, whether direct or indirect, now or hereafter existing, that you owe us or any of our affiliates. You expressly agree that such rights extend to any federal or state benefit payments (including without limitation social security benefits) electronically deposited into your account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions by notifying the benefits payor at any time. You also agree that any federal benefits or other payments deposited to your account after you are no longer eligible to receive benefits must be returned to the federal government or other payor, and we may set-off against any of your accounts if we are obligated to return funds to the payor. Our right to set-off against your account is in addition to any other rights and remedies that we may have under law or under any other contractual agreement. If the account is a joint account, and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt without prior notice to you. Our right of setoff does not apply if the debt is created under a consumer credit card plan or your right to withdraw funds from the account arises only in a representative capacity. This provision does not apply to trust, fiduciary, IRA or



tax-qualified retirement accounts or where otherwise prohibited by law. We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right of setoff against your account.

## **ADVERSE CLAIMS**

We are not required to make a payment from an account to you, any authorized signer on the account, a beneficiary or to any other person claiming an interest in any funds in the account if: (1) we have knowledge of, or otherwise believe in good faith that there may be a dispute between the signers, beneficiaries, payees or other persons concerning their rights to the account proceeds; (2) we are otherwise uncertain as to who is entitled to the account funds; (3) we are unable to determine a person's authority to give us instructions; (4) we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or (5) we believe a transaction may be fraudulent or may violate any law. In any such event we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's rights and authority over the account and its funds; (2) refuse transactions on the account until such time as all persons claiming an interest in the account consent in writing to a resolution of the dispute, a court of competent jurisdiction authorizes or directs payment, or the person with a conflicting claim withdraws his/her claim in writing; (3) require the signatures of all authorized signers for the withdrawal or transfer of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) pay the funds into a court of competent jurisdiction for resolution; (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers in our records; or (6) close the account and send a check for the balance in the account, if any, payable to all accountholders and to the address in our records. You are responsible for all expenses and fees that we may incur, including reasonable attorney's fees, and we may charge them to your account.

Upon receipt of oral or written notice from any party of a claim regarding the account, we may place a hold on the account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your account or any other withdrawal or transfer instruction. We may file an action in interpleader with respect to any account where we have been notified of disputed claims to that account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal or transfer instruction, or to interplead any funds in the account.

## **UNCLAIMED PROPERTY/DORMANT ACCOUNTS**

The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you in our applicable Schedule of Fees. Unless prohibited by law, if we consider your account dormant, we have the right to hold all statements and cease payment of interest. Please ask us if you would like further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

## **DEATH OR INCOMPETENCE**

You agree to promptly notify us of the death or the determination of incompetency by a court of competent jurisdiction or any owner or authorized signer on your account. Until we receive notice otherwise, we may act as if all owners and authorized signers are alive and competent. After we receive notice of death or incompetence, we may freeze the account, refuse to accept transactions, and reverse or return deposits to the account. We are also not required to release funds in the account until we receive any documents we reasonably request to verify the death or incompetence of the account owner and/or authorized signer, as well as to verify who is entitled to the funds. If we have any tax liability because of paying funds in an account to you or your estate, you or your estate will be responsible for repaying us the amount of that tax. We may continue to honor checks for up to ten (10) days following notification to the Bank of the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions. We have these rights even if a surviving joint owner, a POD payee, or a beneficiary of an ITF or "trustee for" account has rights to the account.

We may accept and comply with court orders, and take direction from our court appointed personal representatives, guardian or conservators from states other than where your account was opened or where the accounts, property or records are held. We reserve the right to require U.S. court documents for customers who reside outside the U.S. at the time of incompetence or death.

## **RECORDS**

Unless prohibited by law, if we are unable to produce your signature card, or any other document relating to your account or service or a copy thereof, our records, including,

without limitation, electronic records shall be deemed to be conclusive. Unless prohibited by law, if there is a discrepancy between your records and the Bank's records, the Bank's records shall be deemed to be conclusive.

## **REPRODUCTION OF BANK RECORDS**

If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we will charge a fee in accordance with the Schedule of Fees applicable to your account, and you agree to pay this fee. If the expected fee is large, you may be asked to pay the fee in advance. We reserve the right to provide any account holder with an imaged item in lieu of the original item.

## **CREDIT REPORTS AND OTHER INQUIRIES**

We may make inquiries that we deem appropriate in connection with our determination to open, maintain, collect or close your account. This may include verification of employment history and credit reports or other reports from account information services and credit reporting agencies. You understand that we may also obtain such reports at any time once you become a customer and you authorize us to do so.

## **NOTICE OF NEGATIVE INFORMATION (PRE-SHARING)**

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency, or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our Agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about you and any joint account owners or authorized signers on the account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Additionally, if we close your account because you have handled the account in an unsatisfactory manner or the account had an overdrawn balance which we charged off, we may report this closure to a consumer reporting agency. Such reporting may adversely affect your ability to open an account at another financial institution.

## **TELEPHONE MONITORING AND RECORDING**

When you give a telephone number to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number"

includes a cell phone number and "calls" include both telephone calls and text messages to or from your phone or cell phone. For example, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text or prerecorded messages.

You agree that we may monitor and/or record any telephone conversation with you for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that, unless required by applicable law, we are not required to remind you before, during or at the conclusion of each telephone call that the conversation is subject to being monitored and/or recorded.

## **UNLAWFUL TRANSACTIONS**

You certify that you will not use your account or any BankUnited service for any illegal transactions or activities, including, without limitation, those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq. You further represent and warrant that all transactions initiated or conducted by you are legal and not in violation of the Unlawful Internet Gambling Enforcement Act or any other law.

## **CASH TRANSACTION REPORTING**

The law requires all financial institutions to gather and report information on certain types of cash transactions. If the information required to complete the report is not provided, we are required to refuse to process the transaction. If you have any questions regarding these rules, please contact your local IRS office.

## **LIMITATIONS ON ASSIGNMENT AND TRANSFER OF OWNERSHIP**

You may not assign or transfer ownership of your account without obtaining our prior written approval, which we have the right to withhold for any or no reason. In addition, you may not pledge, assign or grant a security interest in funds held in your account in favor of any other creditor without obtaining our prior written approval, which we have the right to withhold for any or no reason. If any ownership interest in an account is proposed to be transferred, or if there is any change in account title, we may require that the account be closed and a new account be opened.

## **INFORMATION SHARING**

Our Privacy Policy describes personal information we may collect about you, including your name, address, telephone number and other information we receive from you, information about your account and transactions and information we receive from credit reporting agencies and

other sources. We provide our Privacy Policy to consumers who open a personal account with us. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by our Privacy Policy and applicable law.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorneys' fees and expenses) arising out of or in any way connected with our performance under this Agreement. We shall not be liable for any liability, loss or damage that may arise when we are acting in accordance with applicable laws, rules or regulations, this Agreement, or your instructions. In no event will we be liable to you for any special, consequential, indirect or punitive damages, lost profits or your attorneys' fees. You agree this provision will survive termination of this Agreement.

This limitation and indemnification do not apply where the applicable laws, rules or regulations (including the Electronic Funds Transfer Act) governing your account prohibit it.

## **ADDRESS CHANGES**

You are responsible for notifying us of any changes in your address. Unless we agree otherwise, changes of address may be made in writing, over the phone or through our Digital Banking channels by at least one of the account holders. Identity verification is required to make changes to an address. Informing us of your change of address 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. In the event mail we attempt to deliver to you is returned as a result of your failure to notify us of your change in address, we may charge a fee to your account in accordance with the Schedule of Fees applicable to your account.

## **FDIC INSURANCE**

Your deposits are insured by the FDIC up to applicable limits. The FDIC website at [www.fdic.gov](http://www.fdic.gov) allows you to determine the amount of your deposits which are insured. For more information, please contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

## **GOVERNING LAW**

All accounts, deposits, products, and services described herein, and the rights and obligations you and the Bank have, are governed by and interpreted according to federal law, and applicable state law to the extent not superseded by federal law. The applicable state law shall be the law of

the state where the account is opened, if opened in person. If your account is opened by mail, internet or other remote means, the applicable state law shall be Florida. Although we usually maintain your account at the branch where we open your account, we reserve the right to transfer your account to another branch.

## **JURY TRIAL WAIVER**

YOU HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LEGAL PROCEEDING RELATING TO YOUR ACCOUNT OR THIS AGREEMENT.

## **LANGUAGE**

The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, we make some of our forms, disclosures and documents, including this Agreement, available in languages other than English. However, many important bank documents, and some products and services related to this account, are provided only in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version applies and is available upon request.

Some of our employees may be able to speak with you in another language but they may not always be available. If you need assistance with translating applications, disclosures, or other documents related to a deposit or other product or service we offer, you should consult with a trusted family member, friend or other non-BankUnited related person fluent in both languages.

## **FORCE MAJEURE**

You agree that we shall have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions beyond our control, including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

## **WAIVER**

We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only to that specific

instance and not to future situations or other provisions regardless of how similar they may be. You waive demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

## SEVERABILITY

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

## CAPTION HEADINGS AND INTERPRETATION

The caption headings are for convenience of reference purposes only and are not to be construed as a summary of each provision of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular.

## SUBSTITUTE CHECKS

This section describes rights you have when you receive a "substitute check" from us in lieu of the original check. These rights do not apply to original checks or to electronic debits to your account. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note that these rights also do not apply to images of checks furnished to you or viewed through Online Banking.

Federal law allows banks to replace original checks with substitute checks. Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check. You can use it the same way you would use the original check."

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (i.e. if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were

charged as a result of the withdrawal (i.e. overdraft check fees). The amount of the refund you may request 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 if your account in 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.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) business days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

If you believe a substitute check you have received from us was improperly debited to your account, please call us at 1-877-779-2265. You must contact us within sixty (60) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) business days from the day you first notified us of your claim. If you are not able to contact us by telephone, you may also write to us at the following address:

**BANKUNITED OPERATIONS/CHECK ADJUSTMENTS  
7815 NW 148TH STREET  
MIAMI LAKES, FL 33016**

In investigating your claim, we may require the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check, the date of the check and the name of the person to whom you wrote the check).

**1-877-779-BANK (2265)  
Visit our website at [www.bankunited.com](http://www.bankunited.com)**