

<p>Definitions and General Agreement</p>	<p>“You” and “your” refer to the depositor/account owner “We,” “Us,” and “Our” refer to the bank This agreement only pertains to consumer accounts</p> <p>By completing the online new account application, you and any joint owner added to the account agree to the terms contained in this Account Agreement.</p> <p>You also agree that the terms and conditions of this account can be changed by us from time to time and that your continued use of the account after notification of such changes (as required by law) are made. Notices will be sent via secure communication through electronic banking, or by email to the address we have on file, or via US Postal mail if communications we have sent in the past via electronic means bounced back to us.</p> <p>If there are any changes to the account (death of one member, address change, name change, etc.), you agree that you will inform us as soon as possible. We have the right to receive sufficient notice to ensure we receive the notice and have time to act on it.</p> <p>This account is an online, electronic bank account and as such, by opening the account and agreeing to the disclosures, you agree to the delivery of electronic communication and notices by secure messaging through online banking, email and/or text from the bank. You also agree that we may call you at the number you have provided that is on file, if a call is appropriate.</p> <p>We may close your account with or without cause, at our discretion, however, we will send you a notice at that time along with the balance of your account via check. We can also pay any check that is presented for payment after the account is closed.</p>
<p>Governing Law</p>	<p>Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the State of Florida. You acknowledge and agree this section shall apply regardless of where you physically are when your account was opened, or where you may reside in the United States after your account was opened. You further acknowledge and agree this section shall apply regardless of what type of claim you may allege against mph.bank, including but not limited to contract, tort, regulatory, data breach, statutory, fiduciary duty breach, etc.</p>
<p>Arbitration</p>	<p>ARBITRATION AGREEMENT - IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER</p>

	<p>REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT TO ARBITRATION, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO WITHIN THIRTY (30) DAYS OF THE OPENING OF YOUR ACCOUNT BY PROVIDING US WITH WRITTEN NOTICE OF YOUR DECISION.</p> <p>Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one neutral arbitrator, not a judge or jury, at a location mutually agreed upon in the State of Florida where your account is maintained. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects' arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. We shall provide notice to you at the address we have on our records, and you may provide notice to: Liberty Savings Bank, FSB Legal Department, 2251 Rombach Avenue, Wilmington, OH 45177. The arbitrator shall follow rules of procedure and evidence consistent with applicable arbitration rules. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, unless appealable under applicable law. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. This arbitration provision shall survive termination or suspension of your account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or this Agreement.</p>
<p>Ownership Types</p>	<p>Individual accounts: Accounts opened by one individual and upon death, the assets will pass to the individual’s estate. If a beneficiary is named, this will now be considered a Payable on Death account and in the event of the owner’s death, the funds will be payable to the beneficiary. We do not open individual accounts for minors (typically under 18 yrs. of age).</p> <p>Joint Accounts: Accounts opened with multiple owners will be treated as co-owners and will be designated as a Joint Tenants with Rights of Survivorship except in states where joint accounts ownership and rules are defined otherwise. We do not keep a separate record of each co-owner’s interest in the account and either owner can make deposits and/or withdrawals without the consent of the other owner. If one owner dies, the account is owned by and payable to the surviving co-</p>

	<p>owner. If a beneficiary is named, this account will be considered a Joint Payable on Death account. If one person names a beneficiary, then it is assumed that both agree with the named beneficiary. Either owner can remove or add a beneficiary to the account at any time. Minors are permitted to be a joint owner on an account if there is a legal guardian or parent named as the other joint owner-the adult on this account will be held responsible for all transactions enacted on this account until the minor turns 18, at which time both are jointly liable for all transactions made using this account.</p> <p>How to add a beneficiary on an account. After an account is opened, either single or joint, you can request that a beneficiary be added to the account. You will be required to sign into online banking to make this request in writing through secure messaging. We may ask for additional forms and/or information to complete your request.</p> <p>Any other account type (i.e. trusts, estates, rep payee, power of attorneys, etc.) We do not open these account types under mph.bank. If a status is changed due to legal reasons, after the account is opened, we reserve the right to close the account and issue a check to the appropriate parties based on the directions outlined by the documentation presented. We can require U.S. court documents for customers residing outside of the U.S. at the time of being named deceased or incompetent.</p>
<p>Transfer of Account Ownership</p>	<p>Generally, our policy is that an account cannot be transferred to another party. We reserve the right to allow this on a case-by-case basis, as it is deemed appropriate.</p>
<p>Depositing Funds</p>	<p>Check deposits may be mailed or deposited through mobile remote deposit capture (mRDC). Effective January 2022, cash can be deposited using the Allpoint ATM network.</p> <p>We are not responsible for transactions mailed to us until we receive the item and post it to your account.</p> <p>If your deposited item is returned to us by the other institution unpaid, then we have the right to debit any account you have with us for the deposit we credited to your account. We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we do not have to credit your account for these funds until we get final credit from the bank that the item is drawn on. If you are given access to these funds before final credit is made to us for that item, and the item is returned to us unpaid, then we can debit your account for the amount we are owed.</p> <p>We may refuse any item you send to us for deposit, or you upload via mRDC using the mobile phone app. If we take this action, we will notify you.</p>

	<p>If an electronic payment initially credited to your account is reversed, we can deduct that from any account you have with us. You agree to promptly pay any overdrafts that may result, and we can withdraw the funds without notice to you. Most checks and other items are processed without an individual review of each check or item. You agree to indemnify, defend, and hold us harmless from loss, costs, damage, liability, and any other injury (including reasonable attorney fees) that we may incur because of this practice.</p>
Restrictive Legends on Checks	<p>We are not responsible if we honor a check that is deposited after a date that is listed as a restrictive legend (i.e., not valid beyond 90 days). We are also not required to honor any restrictive legends on checks you write unless we have agreed to the restriction in writing and signed by an officer of the bank.</p>
Substitute Checks and Electronic check conversion	<p>Substitute checks are a copy of the front and back of the original paper check and is a legal copy that bears the legend "This is a legal copy of your check. You can use it the same way you would an original check." You may use the substitute check as proof of payment as you would use the original.</p> <p>Electronic checks may be treated the same as paper checks for the purpose of check collection and processing. You may authorize a merchant or other payee to make a one-time electronic payment from your account using your check to pay for purchases and/or pay bills.</p>
Checks and endorsements	<p>We can deny/refuse to accept any check that does not meet a specific format. The endorsement (signature, stamp or other mark that is placed on the back of the check) must be on the back top 1 ½ inch area. Do not sign or write anywhere else on the back of the check.</p> <p>If a check is being deposited through mobile remote deposit capture, please refer to the electronic banking disclosure for the specific language needed on a check to be considered a properly endorsed check.</p> <p>If we believe that a check could be altered, forged, unauthorized, missing a signature, has a forged endorsement, or should not have been paid for any reason, we may place a hold or deny acceptance of the check. We are not responsible if we fail to take action to recover payment of a returned deposit item.</p>
Stale or Post Dated checks	<p>It is at our discretion to accept or deny checks that are more than 6 months old without letting you know in advance. You also agree not to postdate any checks you write, but if it is presented to be cashed/deposited before the date of the check, we can pay it or return it unpaid. We are not liable for accepting any stale or postdated check you deposit to your account.</p>
Right of Set-off and Liens	<p>We have the right to pay any debt you may owe us by withdrawing what is owed out of other accounts you have with us. If the deposit was made to a joint account, we may offset what is owed from either joint owner's accounts.</p>
Legal Claims	<p>We have the right to place a hold on, or remove from your accounts, or send to any third parties any amounts owed because of a court ordered legal claim. If this is a joint account, then the above actions can be made against the joint account, regardless of which party on the account the claim is made against.</p>

Overdrafts and NSF's.	If your account goes negative due to a payment of classic billpay, pre-authorized transfer or other withdrawal made to your account, we may return or pay the item, at our discretion. If we choose to pay the item, and it results in a negative balance, you will be responsible for bringing the account positive.
Expenses	If there is a dispute pertaining to your account, you agree that you will be liable for any loss, cost, or expense that we incur because of settling that dispute, including reasonable attorney's fees as permitted by law.
ACH and Wire Transfers	<p>When you create a funds transfer when you send or receive a wire transfer that uses the Fedwire Service, we will rely on the information you provide. This includes the name and number of the beneficiary institution and any subsequent intermediary institution or beneficiary. The number you provide may be used by every receiving or beneficiary institution to make that payment, even if the beneficiary institution, person named, or account is other than what is named.</p> <p>You agree to be bound by the National Automated Clearing House Association (NACHA) Operating rules and guidelines as it pertains to the transmission and entry through the ACH.</p> <ul style="list-style-type: none"> • All credits given to you is provisional until the settlement date of the entry. If we do not receive these funds (final settlement), you agree to reimburse us for the credited amount made by the originator of the transaction. • You will not receive any receipt of the order unless we are requested to do so by the originator of the order. Your periodic statement for the account used for the transaction will serve as your receipt of the transaction. • We may accept payments on your behalf that have been transmitted even if they are governed by the Electronic Fund Transfer Act. • Additional compliance review may be in effect if the transaction originates from outside the United States, as outlined by the Office of Foreign Assets Control (OFAC). Your transaction will not be made available to you until it passes verification.
Stop Payments	<p>You may place a stop payment on a check you have written or an electronic fund transfer (EFT) debit transfer within 14 days of a verbal request. If you only provide the verbal request and do not send us a confirmation in writing (can be via electronic communication) of your request, we have the right to cancel the request. Your stop payment request for a check must include:</p> <ul style="list-style-type: none"> • Your bank account number • The check number or range of numbers • The check amount(s) • The payee(s) name(s) • The date on the check. <p>Few may need more information to process a stop payment for an EFT debit request and we need enough notice to be able to reasonably act on the request.</p> <p>A stop payment request for a check will be in effect until 6 months, or a written revocation is sent to us. A stop payment on an EFT debit transfer will remain in effect until you request the withdrawal of that stop payment request. For a joint</p>

	<p>account, either owner can request a stop payment, regardless of who wrote or initiated the original payment item.</p> <p>Accepting a stop payment request does not guarantee that the item has not already been paid or that we had reasonable time to act on the request.</p> <p>Stop payment orders placed through electronic banking will be considered the same day if they are submitted by 4pm. If that order is placed after 4pm, that stop payment request will be treated as if it was requested the next business day.</p>
Statements	<p>You must notify us within 30 days of discovering an error in your statement. If this error is for an electronic transaction (ACH, debit card transaction, etc.) please refer to Electronic Funds Disclosure for deadlines on error reporting.</p> <p>You will receive a notice when this statement is available and the sent date of that notice is when the 30 days (or longer, dependent on the Electronic Funds Disclosure), starts.</p> <p>This account does receive eStatements. Please refer to the eStatement disclosure for specifics on how your statements are handled.</p>
Dormant Accounts	<p>You understand that if your account is dormant-you have had no activity for 6 months or greater on the account and there are funds in the account, we will status your account as dormant, and your funds can be escheated (turned over to the state). The method and timing of this escheat is dictated by the state that is listed as your most current address in our files.</p>
Termination of your account	<p>We may restrict or terminate your account, without notice to you, if 1)there is a change in ownership 2)there is belief of, or knowledge of fraud or forgery, 3)there is any dispute of ownership of the account, or the funds, 4) there are excessive returned unpaid items, 5) terms and conditions have been violated 6) abuse or misrepresentation of your account 7) your account is at a zero balance, or negative for more than a full statement cycle, 8) you elect paper statements on accounts that are meant to be an online only, electronic account, or 9) if necessary to prevent a loss to us. We are not responsible for payment of any online bill payment, transfer, or transaction on your account if it is terminated; however, if we pay for an item after termination, you agree to reimburse us.</p>
Your signature	<p>If you use a facsimile signature or mechanical signature (including a stamp on a check), it will be treated as if you had signed it.</p>
Internet Gambling	<p>We may deny transactions or refuse to accept any deposit that is related to suspected illegal transactions and/or for internet gambling.</p>