

CUSTOMERS BANK

FEE SCHEDULE

Bill Pay	FREE
Voice Response (800-849-4809)	FREE
NET URL (www.CustomersBank.com)	FREE
ATM/Debit Card	FREE
Returned Check Charge	\$10.00
Non Sufficient Funds (NSF) Charge *	\$40.00
Uncollected Funds (UCF) Charge	\$25.00
Convenience Checking and FREE Checking (NSF and UCF)	\$20.00
Overdraft Transfer Fee	\$ 5.00
Telephone Transfer	\$ 2.00
Stop Payment	\$20.00
Inactivity Fee (monthly fee if inactive after 1 year of no activity)	\$ 5.00
Cashier's Check	\$10.00
Certified check	\$10.00
Bond Coupon	\$10.00
Statement Copy	\$ 5.00
Check Copy	\$ 5.00
Replacement ATM/Debit Card	\$ 5.00
Travelers Checks (per hundred dollars purchased)	\$ 1.00
Checks for Two (per hundred dollars purchased)	\$ 1.50
Gift Checks	\$ 2.50
Account reconciliation/research (per hour)	\$25.00
Excess Transaction Fee (Money Market/Savings Accounts) *	\$ 5.00
Foreign Collection Item (Charges vary but reflect same charged to Bank)	
Court Attachments/Levy (\$75.00 plus Attorney Fees)	
Cash Advance Fee	1% of amount
<u>WIRE TRANSFERS</u>	
Domestic Outgoing	\$20.00
International Outgoing	\$45.00
Incoming	\$10.00
<u>SAFE DEPOSIT BOX</u>	
Lost Key Replacement	\$10.00
Inventory (Hourly charge. Minimum charge one hour)	\$25.00
Late Payment Fee (monthly)	\$ 5.00

* Fee applies to transactions created by check, in-person withdrawal, ATM withdrawal or other electronic means.

MEMBER FDIC

Revised July 2011

CUSTOMERS BANK

PERSONAL ACCOUNTS

If you open a personal account with us, the following applies regardless of the type of account:

Temporary transaction limitations - Until your identity is verified, your account is placed in hold status. Once your identity has been verified, any limits disclosed to you will apply. You can contact your local branch to find out if the limitation has been lifted.

If you open an account for which interest is paid, the following applies:

Frequency of rate changes - We may change the interest rate of your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded and credited monthly.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the day of deposit.

MEMBER FDIC

CUSTOMERS BANK

TRUTH-IN-SAVINGS DISCLOSURE

STATEMENT SAVINGS ACCOUNT

Rate Information: The interest rate for this account is .35%, with an annual percentage yield (“APY”) of .35% .

▪At our discretion, we may change the interest rate on your account at any time.

Compounding and crediting frequency - Interest will be compounded and credited monthly.

Balance Requirements:

▪You must deposit \$50 to open this account.

▪You must maintain a minimum balance of \$50.00 in the account each day to obtain the disclosed annual percentage yield.

▪A \$5.00 charge will be imposed every statement cycle in which the balance in the account falls below \$100.00 on any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the day of deposit.

Transaction limitations:

Federal regulation prohibits more than six (6) transfers per statement cycle to another account of yours at this bank or to third parties by means of a preauthorized transfer, or telephonic (including data transmission) agreement, order or instruction or similar order. We may impose a fee of \$5.00 for each excess transfer per statement cycle, and will convert account to a checking account (with no transfer limits) for repeated excess transfers.

Temporary transaction limitations:

Until your identity is verified, your account is placed in hold status. Once your identity has been verified, any limits disclosed to you will apply. You can contact us at 610-933-2000 to find out if the limitation has been lifted.

Fees:

Additional disclosures for your account are on the Fee Schedule you received

MEMBER FDIC

Customers Bank
TRUTH-IN-SAVINGS DISCLOSURE

RESERVE SAVINGS ACCOUNT

Rate Information: The interest rate for this account is 0.50 %, with an annual percentage yield (“APY”) of 0.50 %

▪ At our discretion, we may change the interest rate on your account at any time.

Compounding and crediting frequency - Interest will be compounded and credited quarterly.

Balance Requirements:

▪ You must deposit \$10.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the day of deposit.

Transaction limitations:

Federal regulation prohibits more than six (6) transfers per statement cycle to another account of yours at this bank or to third parties by means of a preauthorized transfer, or telephonic (including data transmission) agreement, order or instruction or similar order. We may impose a fee of \$5.00 for each excess transfer per statement cycle, and will convert account to a checking account (with no transfer limits) for repeated excess transfers.

Temporary transaction limitations:

Until your identity is verified, your account is placed in hold status. Once your identity has been verified, any limits disclosed to you will apply. You can contact us at 610-933-2000 to find out if the limitation has been lifted.

Fees:

Additional disclosures for your account are on the Fee Schedule you received

MEMBER FDIC

CUSTOMERS BANK

FREE CHECKING

Rate Information - This account does not pay interest.

Minimum balance to open the account - You must deposit \$10.00 to open this account.

There is no monthly service fee, per check fee, or minimum balance fee on this account.

Premium Overdraft – After the account has been active for 30 days, the Bank will pay items presented that create an overdraft up to \$100.00. This feature will be suspended if account is in an overdraft status for 30 consecutive days. If suspension occurs, the feature will be re-activated when the account balance is positive for 60 consecutive days.

Please Note: Non-sufficient funds or uncollected funds fee is only \$20 per occurrence.

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CUSTOMERS BANK

CONVENIENCE CHECKING

Rate Information – This account does not pay interest.

Minimum balance to open the account - You must deposit at least \$10 to open this account.

How to avoid imposition of fees - If you do not meet the requirements of this account, a \$29 per month charge will be imposed every statement cycle. This account requires you to maintain an average balance of \$5,000 in any combination between your personal checking, savings, money market savings, certificate of deposit (“CD”), Individual Retirement Account (“IRA”), home equity loan and home equity lines of credit (outstanding balance).

ATM Surcharge Rebate – If the account maintains the \$5,000 average balance requirement, the account will be rebated all surcharges incurred from using a competitor’s ATM machine, when located in the USA.

Premium Overdraft – After the account has been active for 30 days, the Bank will pay items presented that create an overdraft up to \$200.00. This feature will be suspended if account is in an overdraft status for 30 consecutive days. If suspension occurs, the feature will be re-activated when the account balance is positive for 60 consecutive days.

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CUSTOMERS BANK

TRUTH IN SAVINGS DISCLOSURE

MONEY MARKET STANDARD

Rate Information - Minimum daily balances to obtain Annual Percentage Yield (“APY”):

- Tier 1 - If your daily balance is greater than \$0, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield (“APY”) of 0.50%.
- Tier 2 - If your daily balance is \$10,000.00 or above, the interest rate paid on the entire balance in your account will be 0.80% with an APY of 0.80%.

Determination Of Rate – At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded and credited monthly.

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees – A per month charge of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$1,000 on any day of the cycle.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the day of deposit.

Transaction limitations:

Federal regulation prohibits more than six (6) transfers per statement cycle to another account of yours at this bank or to third parties by means of a preauthorized transfer, or telephonic (including data transmission) agreement, order or instruction, or by debit card, or similar order. We may impose a fee of \$5.00 for each excess transfer per statement cycle, and will convert the account to a checking account (with no transfer limits) for repeated excess transfers.

Fees: A per debit fee of \$5.00 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of six (6) during a statement cycle.

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MONEY MARKET SAVINGS ACCOUNT

Rate Information - The interest rate paid on the entire balance in your account is the rate disclosed on the product page.

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees - A per month charge of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$50.00 in the account each day to obtain the disclosed annual percentage yield.

Transaction limitations – Federal regulation prohibits more than six (6) transfers per statement cycle to another account of yours at this bank or to third parties by means of a preauthorized transfer, or telephonic (including data transmission) agreement, order or instruction or similar order. We may impose a fee of \$5.00 for each excess transfer per statement cycle, and will convert account to a checking account (with no transfer limits) for repeated excess transfers.

Fees - A per debit or per check fee of \$5.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six (6) during a statement cycle.

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CUSTOMERS BANK

TRUTH-IN-SAVINGS DISCLOSURE

CERTIFICATES OF DEPOSIT (CD)

Rate Information – The interest rate paid on the entire balance in your account is the rate disclosed on your Certificate of Deposit. You will be paid this rate until first maturity.

Compounding frequency – Interest will be compounded every quarter.

Crediting frequency – Interest will be credited to your account every quarter.

Minimum balance to open the account – You must deposit \$500.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on day of deposit.

Transaction limitations: You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

Time requirements – Your account will mature as indicated on the product page.

Early withdrawal penalties – (a penalty may be imposed for withdrawals before maturity)

- If your account has an original maturity of one year or less, the fee we may impose will equal three months interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year, the fee we may impose will equal one year interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account – This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

MEMBER FDIC

CUSTOMERS BANK

BANK ACCOUNT AGREEMENT

This Account Agreement (“Agreement”), contains the services available to you as a Customers Bank customer. The terms “we”, “us” and “our” refer to Customers Bank. The terms “you” and “your” refer to the account holders or any of them and anyone else with authority to conduct transactions on or exercise control over the account. Your account is also governed by the signature card you signed, the Truth In Savings Disclosure and any other applicable disclosures. If you opened a certificate of deposit, it will also describe certain terms and conditions regarding such account.

You should keep a copy of this Agreement, the disclosures, the Fee Schedule and all product information and feel free to ask questions about them. You should substitute any later updated retail only versions of the documents when you receive them.

Scope of Agreement

This Agreement covers all types of retail deposit accounts that we offer, now or in the future, including checking account type products, retirement accounts, savings accounts (including money market account products) and certificates of deposit.

The Agreement does not cover safe deposit boxes, trust services, credit cards and non-deposit investment products.

Interest

If you have an account that earns interest, unless otherwise required by law or provided for in our policy, interest begins to accrue no later than the business day on which we receive credit for the deposit.

Account Ownership and Signature Requirements

Individual Account

An individual account is an account in the name of only one person. Only that person may write checks or withdrawal funds from the account, regardless of who actually owns the account funds. Upon that person’s death, we will pay the funds in the account in accordance with the appropriate documents presented to us.

Joint Account

If your account is a joint account, any one of you may conduct all transactions on your account. This means that we may pay all or any part of the account balance to any one of you and pay checks signed by any one of you. We may also honor withdrawals, orders or other requests from any one of you. Any one of you may place a stop payment on any item. Each of you guarantees the signature of the other and authorizes the other to endorse for deposit and/or cash any item. Either of you may appoint someone to act for you on the account (an agent or attorney-in-fact), but we may require the consent of all of you to the appointment. If one of you dies, we may continue to pay checks signed by, and honor withdrawals, orders or other requests by an authorized signer or any one of you who survives. If we receive written notice from any one of you or any authorized signer on the account not to permit withdrawals, or if we receive conflicting instructions from each of you, we may freeze (refuse to permit withdrawals or transfers from) the account. The account may be frozen until we receive written notice, signed by all of you (including all authorized signers), as to the disposition of the funds. Notice from us to any one of you is notice to all of you.

If your account is a joint account with no survivorship (as tenants in common), and one of you dies, we may freeze the account until we receive documents satisfactory to us instructing us how to treat the account. Generally, the deceased owner’s equal share of the account will pass to his or her estate and not the surviving owner. If your account is a joint account with survivorship, when one of you dies, the account will be owned by the surviving owner(s).

Irrevocable Trust Account

If you have established a formal trust for someone else under a will or written trust agreement, you agree to perform all your duties as trustee for the account as required by law. If you die or are replaced as trustee, we will not release any funds until all required legal documents have been delivered to us and all other legal requirements have been met.

Revocable Trust Account

A revocable trust account may be opened without a written trust agreement. The account is in the name of one or more of you for the benefit of one or more persons you name as beneficiaries. The beneficiaries cannot withdraw funds from the account unless all of you die and the beneficiary is then living. If two or more beneficiaries survive, the Bank will pay the funds in account in equal shares to the beneficiaries. The funds in the account will not be inherited by your heirs or controlled by your will. If this account is owned by more than one of you, you will be subject to the joint account rules stated above.

Custodian Account

You may make a gift or transfer of money to a minor under state law by opening an account in the name of the minor with you or another adult listed as custodian. Your rights and duties as custodian are governed by the Uniform Gifts To Minors Act ("UGTMA") or Uniform Transfer to Minors Act ("UTMA") of the state where you reside at the time you open the account. Thus state law will also determine how the account balance will be handled upon the Custodian's death, resignation or removal. Only the Custodian is authorized to act on the account. Custodial accounts may only exist until the minor reaches age 21.

Fiduciary Account

A fiduciary account is an account established by you as a trustee, guardian, executor or administrator under a written agreement or court order. You act as a fiduciary under this account. Upon your death, we will pay the account balance in accordance with the terms of any appropriate legal documentation presented to us or upon the instructions of any successor fiduciary. A successor fiduciary must first present to us the appropriate documentation establishing their appointment as the successor fiduciary.

Power of Attorney

We may, but are not required to, recognize any power of attorney you present to us where you appoint another person to act on your account. If we accept a power of attorney, any action we take will be binding on you if we take action before we receive: (1) a signed written revocation of the power of attorney; or (2) a certified copy of your death certificate; or (3) if the power of attorney is non-durable, a certified copy of a court order declaring you incapacitated or appointing a guardian for you.

Transfer of Ownership

If you wish to add an owner to, remove an owner from, or otherwise change ownership of an account, we may require that the account be closed and a new account opened in the name(s) of the new owner(s). If your account is a joint account, we may also require all owners' written consent. You may not transfer or assign your account without our prior written consent. We must approve any assignment or pledge of your account as security for a debt you owe. Any assignment or pledge of your account remains subject to our right of set-off and security interest. No pledge or assignment for security purposes will become effective until we have recorded it in our files.

Facsimile Signatures

If you use a stamp, computer technology, digital or other electronic means, or another device to imprint a facsimile of your signature on a check, withdrawal slip, or other form, you accept complete responsibility for maintaining security over any such signature device and are fully responsible for the use of the signature device even if you are not negligent. You are also fully responsible for the signature which appears on any item presented to us for payment regardless of who used the signature device or how the facsimile signature came to be placed on the check, withdrawal slip or other form. Any check, withdrawal slip or other form containing a facsimile signature will be effective as your signature or endorsement, whether or not the person who used the signature device was properly authorized to use it. If you use a signature device, you will deliver a sample to us before its first use.

Deposits and Collection of Items

You may make deposits to your account in person at any Customers Bank Office or at automated teller machines (ATMs) that accept deposits to your account. You may also make deposits by mail. We may make other methods of making deposits available to you for your convenience. We are not responsible for transactions by mail or outside our offices until we actually record them.

In receiving any item (such as a check, draft or Automated Clearing House ("ACH") credit) for deposit or collection, we will process the item in order to collect payment of it. We do not, however, become the owner of the item and will not be responsible beyond the exercise of ordinary care.

If you receive any item payable to you with any endorsement missing, we may endorse it for you and deposit it in your account. We are not required to accept items that contain more than one endorsement. At our discretion, we may limit the amount that may be deposited or refuse or return any deposit. You agree to reimburse us for any loss we incur because an item was not endorsed exactly as it was made out and to pay any fee we may impose.

If after we received final payment of an item a third party claims that the item was altered, bore a forged or unauthorized endorsement, was counterfeit, or was otherwise not properly payable, we may withhold the amount of the item from your account until a final determination has been made of the claim. We will not be liable to you for our actions.

We may adjust your account in our sole discretion to correct computation, transaction recording or other errors. We will not be liable for errors, mistakes or negligence by other banks that process any items. We will not be liable if the item is lost in transit or there is a delay in payment of the item.

We may charge you a fee if you deposit a check to your account which is returned to us because there are insufficient funds to pay the check, the check is written against uncollected funds or other similar situations. (See Fee Schedule.)

Endorsement Standards

If you cash or deposit a check, your endorsement must appear on the back of the check within the first 1 ½ inches from the left side of the check when looking at it from the front. You may not include any other information in the remaining area on the back of the check. We are not responsible for any loss due to a delay in returning the checks caused by endorsements that do not comply with these standards. We are also not responsible for any loss due to endorsements that are not legible because of material on the back of the check (such as checks with carbon bands or strips) that prohibit us from placing our endorsement on the back of the check or that causes our endorsement to be covered. You agree to reimburse us for any loss, expense and cost we may incur because you did not comply with these standards.

Withdrawals

Current Balance – the balance in your account reflecting all deposits and withdrawals made.

Available Balance – the balance in your account which is currently available for withdrawal. This balance is the Current Balance less funds that have been placed on hold. These holds may include items deposited for collection, new account holds, or extended holds.

All items, including items drawn on us, may be withdrawn by you only after we have received payment for the item (final payment). We may charge back to your account the amount of any credit given to you for an item which is returned to us as unpaid. If any item deposited to your account is returned to us, any interest earned on the item from the date the item was deposited to your account to the date the item was returned to us will be charged back to your account. We will not be liable to you for any late payment or failure to pay the item except as set forth in this Agreement. We are not obligated to cash any checks or other items drawn on your account that are payable to others.

We may refuse any request by you to withdraw or transfer funds from your account if your request is for an amount that is less than any minimum we require or exceeds any limit on the frequency of withdrawals of transfers that we established. We may also refuse any request by you to withdraw or transfer funds if such withdrawal or transfer is by a method not specifically permitted by us.

We reserve the right at any time to require that you give us at least seven (7) days notice before you withdraw funds from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up that right. If you make a withdrawal from a certificate of deposit account prior to maturity, your withdrawal may be subject to a penalty as well as other restrictions we impose.

Overdraft Protection

You may choose to use another Customers Bank account or your credit line ("overdraft account") to provide overdraft protection to an account. When the current balance of your account is less than the amount necessary to cover outstanding checks and/or other debt items, funds will be transferred from the overdraft account to cover such checks or debt items and any applicable fees. The funds necessary to cover such checks and/or debit items plus related fees will be transferred to the account provided sufficient collected funds are maintained or are available in the overdraft account. These transfers may cause the overdraft account to fall below the minimum balance required to avoid service charges (See Fee Schedule). Any transfer of funds to cover an overdraft is not an extension of credit, unless it comes from your line of credit with us. If your overdraft account is a savings or money market account, there are limits on the number of transfers that may occur. The funds available in any of your overdraft account(s) will be used before any advances are made in accordance with our Overdraft Policy.

Credit Error

If, for any reason, we credit your account in error or for an amount in excess of the amount to which you are entitled, you agree to pay us the amount of the credit or excess amount. We may deduct the amount of the credit or excess amount from your account or any of your accounts with us without notice to you. We may also use any other legal remedy to recover the credit or excess amount.

Stop Payment Order

If you do not want us to pay a check you have written, you can request us to stop payment on it in person, by mail, by telephone, or by any other method we make available to you. (You may not notify us by e-mail because this would contain personal information.) Any person who can act on your account may also place a stop payment order on any check or item written on your account. You must tell us the exact amount of the check and the check number. You should also tell us other information as required such as the date of the check, name of the payee and the information that is magnetically encoded on the bottom of the check. We may take up to twenty-four (24) hours to determine whether we can act on a stop payment request. If any of the information you provided is incomplete or incorrect, or you use a check that is not magnetically encoded to our specifications, or if we do not have a reasonable opportunity to act on it, we will not be liable if we fail to stop payment on the check or if our payment of the check causes other checks to be returned for insufficient funds. We will not be liable for mere clerical errors, inadvertence or a reasonable mistake of judgment if we pay the check over a stop payment order. In no event will we be liable if we pay the check on the same day we receive your stop payment request. If we pay a check over a valid stop payment and re-credit your account for the amount of the check, you agree to transfer to us all of your rights against the payee of the check or person holding your check. You also agree to assist us in any suit or action we may take against the payee or holder of the check. We will not honor stop payments on cashier's checks or other bank official checks, certified checks or money orders. You may not place a stop payment on a check that has already been paid or otherwise accepted by us.

A stop payment will be valid for 180 days, but you may renew it before the 180 days expires. When the 180 days expires, we do not have to notify you before we pay the check. A stop payment may be revoked or released, in writing, but only by the person who placed the stop payment, regardless of the ownership of the account.

If you place a stop payment, you agree to pay our stop payment fee and to reimburse us for all costs and expenses we incur, including our attorneys' fees, because of our refusal to pay the check.

You may stop a preauthorized ACH payment from your account by notifying us at least three (3) business days before the scheduled payment date. See the section "Electronic Funds Transfer Disclosure" for additional information on how to place a stop payment on a preauthorized ACH payment.

An oral stop payment must be confirmed in writing within fourteen (14) calendar days; otherwise it will expire. Mail your confirmation to: Customers Bank, Customer Service, 99 Bridge Street, Phoenixville, PA 19460.

Limitations on Preauthorized Transfers

For any money market, passbook or other savings accounts, federal regulations require us to permit no more than six (6) pre-authorized transfers from any of these accounts each statement cycle to another account you have with us or to a third party. If you continue to exceed these limits, your account may be converted to another account that permits unlimited check writing privileges.

If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us.

Postdated Checks

You must not date a check later than the date you write it. If you do and the check is presented to us before its date we may, at our option, either pay the check or return it. We will not be liable to you if we pay the check before its date.

Stale Checks

We may at our option pay a check that is more than six (6) months old, but we are not required to do so. We will make our decision without consulting you.

Check Legends

We may disregard information on a check other than the signature of the person who wrote the check, the name of the bank on which it is drawn, the name of the payee, the amount of the check, and any other information that appears on the MICR line at the bottom of the check. We are not required to comply with any notation on a check such as "paid in full", "void after 60 days", "not valid over \$1,000". Unless we have agreed in writing to do so. You must reimburse us for any loss or expense we incur because you wrote or deposited a check containing extra information.

Waiver of Presentment, Dishonor, Nonpayment

If another institution refuses to pay a check (called "dishonor" or "non-payment") which you deposited or cashed, we may put the check through for collection again. We will not always give you notice that the check was dishonored or not paid before we put the check through again for collection. This means that in this instance you are "waiving" your right to "notice of dishonor" or "notice of non-payment".

You agree that we may delay putting a check through for collection that you have deposited to your account. This means that you are "waiving" your right to have us begin the process of "presenting" the check by the next business day.

Payment to Unauthorized Persons

We are not responsible for any withdrawals or other transactions made by someone impersonating you or claiming to act under your authority if we have not previously received written notice of the loss or theft of your checks, passbook, and certificate of deposit or of your death.

Disputes Affecting the Account

If we believe that there is a dispute among the owners or signers of any account, we may, in or at our sole discretion, place a hold on the funds in the account pending resolution of the dispute to our

satisfaction. We may, instead, permit all owners or signers to continue to use the account or we may deposit the account balance into a court for a court order determining who is authorized to withdrawal funds from the account. We will not be liable for taking any of these actions. You must reimburse us for all expenses and costs we incur, including reasonable attorney's fees. We can deduct any of our losses, costs or expenses from any of your accounts without giving you any notice.

Adverse Claims

If a person other than you makes a claim to your account, we may choose not to act on that claim until we receive a court order. We may, however, act on the claim if the person agrees in writing to pay us for any losses, damages, costs and expenses we incur (this is called indemnification). We are not liable if we pay a check or withdrawal on your account, even if we act after we receive notice of the claim.

Your Death or Incapacity

We may accept, pay, and collect checks and other items after you die or if a court finds you unable to handle your affairs (you are "adjudicated incapacitated") until we know of your death or receive a court order of your incapacity and have a reasonable opportunity to act. Even if we have knowledge of your death, we may, for fourteen (14) calendar days after the date of death, pay checks written before your death. We will not pay such checks, however, if we receive a stop payment from your legal representative or other persons having a legal interest in your account.

Periodic Statements

If you have an account that receives a periodic statement, we will mail statements to the most recent address we have for you on our records unless you instruct us otherwise. We may also make statements available via Customers Net (internet). If any statement is returned to us because of an incorrect address, we may stop sending statements to you. If you request us to hold rather than mail your statement we may honor or reject any such request. If we permit such a request, you must pick up your statement promptly. We will destroy statements held after ninety (90) days. Even if we agree to hold your statement, you must provide us with an actual mailing address that we can use to mail official correspondence to you. You must exercise the same care in reviewing statements we hold for you or make available to you via Customers Net as if they were mailed.

Notification of Errors, Unauthorized Signatures, Forgeries, Alterations

You should look over your statements carefully and balance your account promptly. You should look for alterations, unauthorized signatures, unauthorized electronic payments, ATM, point of sale, check card transactions, forged or missing endorsements and other mistakes or irregularities. If you find any of these or any other errors on your statement, you must notify us immediately. We will consider the statement correct unless you notify us in writing, at the address indicated on the statement within sixty (60) calendar days from when the statement is first mailed or made available to you. We will not be liable to you for payment of any forged or altered check if you fail to notify us of the forgery or alteration within this sixty (60) day period and your failure causes us to suffer a loss. We will not be liable for a forged or altered check if the forgery or alteration resulted from your negligence. This applies even if the items were forged or altered so cleverly (as by unauthorized use of a facsimile signature device, computer, photocopy machine or otherwise), that a reasonable person could not detect the unauthorized or forged signature or endorsement or alteration. You may have to bear losses that could have been prevented if you had discovered and told us within the sixty (60) day period of errors or unauthorized transactions. This sixty (60) day limitation applies regardless of whether we used ordinary care.

Lost and/or Stolen Checks, ATM and/or Debit Cards or Other Account Access Means

You must notify us within twenty-four (24) hours after any of your checks, ATM and/or Debit Cards have been lost, stolen, destroyed or leave your possession without your authorization. You must also notify us within twenty-four (24) hours after your Personal Identification Number (PIN) or other information, equipment or electronic record that could enable unauthorized access to your account(s) leaves your possession or control without your authorization. All oral notice must be confirmed in writing within seven (7) calendar days; addressed to: Customers Bank, Customer Service, 99 Bridge Street, Phoenixville, PA 19460. We may require proof of loss, indemnification, security, a waiting period, or other documents before we issue a new certificate or allow any withdrawals from the account. As long as we act with

ordinary care, any payments to persons presenting your certificate will be valid payments for which we are not liable. You also agree to reimburse us for any loss or expense we incur. See Electronic Funds Transfer Disclosure for further details. We may charge a fee to replace your ATM or Debit Card (See Fee Schedule).

Lost/Stolen Certificates

If your certificate of deposit is lost, stolen, destroyed or leaves your possession without your authorization, you must call us immediately. All oral notice must be confirmed in writing within seven (7) calendar days; addressed to: Customers Bank, Customer Service, 99 Bridge Street, Phoenixville, PA 19460. We may require proof of loss, indemnification, security, a waiting period, or other documents before we issue a new certificate or allow any withdrawals from the account. As long as we act with ordinary care, any payments to persons presenting your certificate will be valid payments for which we are not liable. You also agree to reimburse us for any loss or expense we incur.

Business Day

Each day is a business day except Saturdays, Sundays, and bank holidays. Thus, a deposit is considered made only on a banking day, i.e., a day the bank is open to the public for carrying on substantially all of its banking functions.

After-Hours Deposits

Any deposit which is made by you on a Saturday, Sunday, bank holiday or after branch closing on any business day may be considered by us to have been made on the next business day.

Automated Clearing House (ACH)

Automated Clearing House (ACH) transactions are governed by the Electronic Funds Transfer Act (EFTA)

Wire Transfers

Wire Transfers will be governed by any wire transfer agreement or other agreement you sign covering such transfers. They will also be subject to Article 4A (Funds Transfer) of the Uniform Commercial Code (UCC) of the state of Pennsylvania. Any payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided by Article 4A of the UCC. We are not required to give you notice of any payment order or credit to your account by wire or ACH.

Attachment or Garnishment and Levy

Any attachment, garnishment or levy against your account is subject to our right of set-off and security interest. If we receive an attachment, garnishment, or levy, against you or any part of your account, we may refuse to allow you to make any withdrawals from the account until the attachment, garnishment or levy is satisfied. We may pay the amount demanded to the sheriff, tax authority, or court without notifying any owner of the account. We may take these actions even if the attachment, garnishment, or levy affects only one owner of a joint account. We will, to the extent required by law, notify you in writing whenever we receive an attachment, garnishment, or levy affecting your account. We are not liable to you for our actions even if our holding or paying the money leaves insufficient funds to cover outstanding checks or other items presented for payment. You are responsible for any expenses we incur as a result of an attachment, garnishment, or levy and we may off-set such expenses from any accounts you have with us. We may also deduct from any of your accounts any fee charged by us as a result of the attachment, garnishment, or levy (See Fee Schedule).

Set-Off and Security Interest

If you ever owe us money, we can, to the extent allowed by law and without notice to you, use the money from any or all your accounts (except IRA, Irrevocable Trust or Custodian Accounts) or any account in which you are a co-owner to pay the debt (set-off). We can do this no matter what kind of debt it is or how the debt arose. In addition to our right of set-off you grant us a consensual security interest in your accounts. Your opening of an account with us will be considered to be your consent to set-off against

your accounts if any present or future law or regulation requires such consent. We will not be liable for any checks which are not paid because we set-off or otherwise use funds from your account to pay a debt or obligation you owe us. We may use your accounts to pay the debt or obligation even if it results in an interest penalty or return of subsequent checks. If the account is a joint or multiple party account: each joint or multiple party account owner agrees that we may exercise our right of set-off against any individual account(s) of each account owner for debt of the joint or multiple party account. Each joint or multiple party account owners also agrees that we may set-off against the joint or multiple party accounts for an individual debt of each account owner. You agree to hold us harmless from any claim arising as a result of our set-off.

If Federal benefits or other payments (such as Social Security benefits) are deposited to your account after you are not eligible for such benefits, we may set-off against your accounts to recover any funds we are obligated to return to the payor because of your ineligibility.

Dormant Accounts

If you have not made a deposit to or withdrawal from (including a check) your account for one year, and we have not received anything from you in writing concerning your account during that time, we may consider the account dormant and a fee will be imposed. (See Fee Schedule). Your dormant account may be turned over (escheated) to the appropriate government entity pursuant to law if there has been no activity or contact from you for a period of five (5) years. If your account earned interest, we may continue to pay interest on the account after it becomes dormant at a variable interest rate determined by us in our sole discretion. We may change the rate without limit and without notice to you.

Change of Address

You must notify us immediately in writing of any changes in your address or the address where you want us to send information about your accounts. This also applies to your e-mail address if you use any Net (internet) Banking services. You must also notify us in writing when your telephone number changes. All such notices should be sent to: Customers Bank, Customer Service, 99 Bridge Street, Phoenixville, PA 19460. All such notices will be effective no later than thirty (30) calendar days after we receive them. We may require you to pay any expenses we incur as a result of not having your current address and telephone number.

Notices

Unless otherwise provided in this Agreement, any notice from you must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered at you to the address in our records. If your account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

Refusal of Deposit, Termination of Account, Termination of Type of Account

At our discretion, we may refuse to accept a deposit, limit the amount of a deposit, or return a deposit. We may also refuse to pay an item, or limit or discontinue permitting withdrawals from your account

We also reserve the right at any time and in our sole discretion to refuse to open any account, close any account, modify the type of service offered on our accounts, or discontinue, or withdraw offering any particular type account.

Closing the Account

We may close your account at any time and for any reason without notice to you. We will mail or deliver to you notice of the closing of your account along with a check to the address in our records. We may close the account on the same day we mail or deliver the notice. You can close your account by giving us fourteen (14) calendar days written notice and by no longer using your account.

We will pay you the balance in your closed account, less any applicable debit items, premature withdrawal penalties, fees, set-offs and other amounts you owe us. If an interest-bearing account is closed before interest is credited, we will pay you the interest UNLESS we have told you otherwise.

Further, for security reasons, we may require you to close your account and to open a new account if (a) there is a change in authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) any account checks are lost or stolen, (d) you have too many transfers (see Limitations on Preauthorized Transfers) from your account, (e) any other provision of our Agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You will still be responsible for any fees or obligations which arose before your account was closed.

Schedule of Service Charges

Your account may be subject to service charges, minimum balance requirements, and other fees and charges. These are listed in the Fee Schedule and are subject to change. You agree to pay these fees and charges. You agree to pay additional reasonable charges for any services you request which are not covered in the Fee Schedule. We may charge any of your accounts for these charges without prior notice to you.

Verification of Identity and Information

We may from time to time establish requirements for identification that you will need to provide to us when you open new accounts, cash checks or conduct certain other business with us.

We may, at our discretion and at any time, obtain credit reports and otherwise verify information supplied by you when you applied for an account with us or applied for any service we offer. We may obtain credit reports on you at any time for any legitimate business purpose.

Privacy of Account

Your account and its benefits are for your proper use only. No third party or other beneficiary shall have any rights in any account except with your prior written consent. You must not give your account number to any unauthorized person. You agree to take all reasonable steps to keep any unauthorized person from learning your account number or other means of accessing your accounts. This includes but is not limited to making your account number, ATM or Debit Card number, PIN or password accessible to others using a computer or other electronic means or using means that are not secure to transmit such information. If you let an unauthorized person learn your account number or other information necessary to access your account, we will not be liable for any of your losses or damages which result from withdrawals or other uses of your account. If you provide your account number to someone, you authorize us to pay any resulting items presented to us.

Responsibility for Loss

Provided that we act in accordance with the terms of this Agreement and other documents governing your account, you agree that you, your estate, heirs or legal representatives will not hold us responsible for any losses, damages, liabilities, costs, and expenses, including reasonable legal fees that arise from the use of your account. You and your estate, heirs or legal representatives also agree to reimburse us for all our losses, damages, liabilities, costs, and expenses, including reasonable legal fees, which arise from the use of your account.

Liability

Each of you agrees to be jointly and individually liable for all obligations arising out of the ownership and maintenance of your account, including liability for any account shortage, overdrafts and negative balances. This means that each of you is fully and personally obligated under this Agreement whether the obligation is caused by you or another with access to your account. This liability is due immediately, and we can deduct it directly from the balance of any account you have with us. You are liable regardless of whether you signed an item, knew about it, or benefited from a charge or overdraft. Your liability includes our cost of collecting any amount you owe us and, to the extent permitted by law, our reasonable attorney's fees.

Bank's Duty of Care and Limitation on Liability

Our responsibility is limited to our exercise of reasonable and ordinary care. We use automated systems to process checks and other transactions. You agree that if these systems are consistent with general

banking practice, our use of them constitutes ordinary care and we may not be liable to you for forgeries or alterations or other errors not detected by these systems. We may rely only on information that is magnetically encoded on checks or other items even if this information is different from other information on the check or item. We will not be liable to you or any other person for any loss caused by an event that is beyond our control, such as fire, natural disasters, war, national emergencies, riots, strikes, computer failure, or loss of power, communication or transportation facilities. In no event will we be liable for any indirect, special or consequential damages of any kind or punitive damage even if we were advised that such damages were possible. This limitation on our liability will apply regardless of the form of any suit or action; for example, regardless of whether the claim is based on contract or tort (negligence).

Our obligations and your rights as set forth in this Agreement are the only rights and obligations which govern, and no other warranties are expressed or implied.

Amendment

We can change this Agreement and other documents or agreements that are made as part of this Agreement at any time. We may also change the terms described in any of our disclosures. If the change is not in your favor, we will give you notice at least thirty (30) calendar days before the change will take effect. We will give you notice in writing or by any other method permitted by law. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. This Agreement may not be changed orally.

Waiver of Terms

We may waive enforcing any of the terms of this Agreement on any occasion. Any waiver will not affect our right to enforce any terms with respect to other customers or on other occasions with you. Any waiver will not modify this Agreement.

Interpretation

When you open an account with us you agree that our interpretation of this Agreement, any rules adopted by us from time to time, the terms of your signature card, the terms of the Fee Schedule, other documents which are a part of this Agreement and any of our disclosures is final and binding.

Back-Up Withholding Imposition of Back-Up Withholding

At the time you open your account, you will provide us with a tax identification number (TIN), which you certify as correct under penalty of perjury. In accordance with prevailing law, we will use that number to report any interest earned on your account to the Internal Revenue Service (IRS). If you fail to provide us with a TIN, you do not provide the correct TIN, or you fail to certify the TIN, you may be subject to back-up withholding if the IRS notifies us that the furnished TIN is incorrect, you are notified by the IRS that you are subject to back-up withholding for failing to report all interest and dividend payments on your tax return, or your failed to certify to us that you are not subject to back-up withholding, we are required to withhold and pay to the IRS a percentage of any payment of interest on your account. If we do back-up withhold and later you are no longer subject to back-up withholding, you may have to contact the IRS to obtain a refund of the money withheld.

Notification of Incorrect TIN

We will send you a notice if we are notified by the IRS that your TIN is incorrect. You will then have a period of time as provided by law to provide your current surname and TIN to us. If you do not provide this information within the appropriate time period, we must begin back-up withholding as required by law.

Applicable Law

Your account is subject to both state and Federal laws; including the provisions of the Pennsylvania Uniform Commercial Code, the rules and regulations of the Federal Reserve Board and operating circulars of the Federal Reserve Banks, the regulations of Federal Deposit Insurance Corporation, the regulations of state and Federal bank supervisory authorities, and all other applicable state and Federal laws and regulations. Except as is otherwise required by law, your account will be governed by the law of either (a) the state in which your account is maintained or (b) if you opened your account by mail, the

Commonwealth of Pennsylvania, regardless of the state of your residence. Your account is also subject to our Articles of Incorporation and by-laws. If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. All internet transactions are considered to be performed in the Commonwealth of Pennsylvania.

Internet Banking

You agree to be bound by the terms and conditions provided in the Customers Bank Internet Banking Agreement, or any other agreement governing your account or an account related service which occurs over the Internet. You agree that electronic pages, such as the pages of the Customers Bank Web Site and Net, used with your Login ID and Password, are the legal equivalent of hard copy written documents. You agree that your "clicking" on any "buttons" stating "I agree", "Accept", or "buttons" with similar intent, shall have the same legal effect as if you had placed your signature by hand on hard copy versions of such electronic pages. By clicking on such buttons you agree to be legally bound with us to the content on any such pages. You are encouraged to download or print for your future reference copies of all relevant electronic pages from the Customers Bank Web Site.

Telephone Banking

You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.

Bill Pay

You may access Bill Pay services web site by logging onto Customers Bank Online Banking site, clicking the Bill Pay button and accepting the bill pay agreement presented which is required to use this service. At the present time you may use the service to:

- ♦ Pay bills from a qualified Customers Bank account.
- ♦ Manage your payments (current, future and reoccurring)
- ♦ Set up bill reminders
- ♦ Request e-bill delivery

Consumers - please call Customers Bank at 866-476-2265, Monday through Friday from 8:00 am to 5:00 pm EST.

Businesses - please call Support Service Representatives at 866-221-0984, Monday through Friday from 7:30 am to 11:00 pm EST.

MEMBER FDIC

Revised 9/2/11

CUSTOMERS BANK

FUNDS AVAILABILITY DISCLOSURE

We provide you with timely access to your funds that you deposit in your checking account in accordance with the Expedited Funds Availability Act ("EFA"), which is implemented by the Federal Reserve Board to establish maximum check clearing guidelines.

Determining the Availability of a Deposit

The length of the delay in availability is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and bank holidays. If you make a deposit during regular branch hours on any business day, we will consider that day to be the day of your deposit. However, if you make a deposit after regular branch hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit as explained below. Our funds availability policy complies with Federal Reserve Board Regulation CC, which shall apply in the event of any dispute or inconsistency.

Same-Day Availability

Funds from the following sources are available on the same business day as the day we receive your deposit:

- Cash
- Electronic direct deposits (ACH)
- Wire transfers
- Checks drawn on Customers Bank
- First \$200.00 of all checks

Next-Day Availability

If you make a deposit in person and present it to one of our employees, funds from the following sources are available on the next business day after the day we receive your deposit:

- Cashier's, certified and teller's checks payable to you
- Government checks payable to you
- Other check deposits that are payable to you

If your deposit is not made in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the next business day after the business day on which the deposit is received.

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- We believe a check you deposit will not be paid
- There is an emergency, such as failure of computer or communications equipment

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

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the **first 30 days your account is open**:

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if it meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the second business day after the day of your deposit.
- If your deposit of these checks (other than U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.
- Funds from deposits of checks drawn on Customers Bank will be available on the same business day as the day of your deposit.

ATM Funds Availability

We reserve the right to collect and process all deposits; however, subject to such rights, deposits at ATMs (ATMs located at Customers Bank) made prior to 3:00pm will be available for withdrawal on the first business day after the deposit is received. Our funds availability policy complies with Federal Reserve Board Regulation CC, which shall apply in the event of any dispute or inconsistency.

Expedited recredit for consumers

(a) Circumstances giving rise to a claim. A consumer may make a claim under this section for a recredit with respect to a substitute check if the consumer asserts in good faith that—

(1) The bank holding the consumer's account charged that account for a substitute check that was provided to the consumer (although the consumer need not be in possession of that substitute check at the time he or she submits a claim);

(2) The substitute check was not properly charged to the consumer account or the consumer has a warranty claim with respect to the substitute check;

(3) The consumer suffered a resulting loss; and

(4) Production of the original check or a sufficient copy is necessary to determine whether or not the substitute check in fact was improperly charged or whether the consumer's warranty claim is valid.

(b) Procedures for making claims. A consumer shall make his or her claim for a recredit under this section with the bank that holds the consumer's account in accordance with the timing, content, and form requirements of this section.

(1) Timing of claim. (i) The consumer shall submit his or her claim such that the bank receives the claim by the end of the 40th calendar day after the later of the calendar day on which the bank mailed or delivered, by a means agreed to by the consumer—

(A) The periodic account statement that contains information concerning the transaction giving rise to the claim; or

(B) The substitute check giving rise to the claim.

(ii) If the consumer cannot submit his or her claim by the time specified in paragraph (b)(1)(i) of this section because of extenuating circumstances, the bank shall extend the 40-calendar-day period by an additional reasonable amount of time.

(iii) If a consumer makes a claim orally and the bank requires the claim to be in writing, the consumer's claim is timely if the oral claim was received within the time described in paragraphs (b)(1)(i)-(ii) of this section and the written claim was received within the time described in paragraph (b)(3)(ii) of this section.

(2) Content of claim. (i) The consumer's claim shall include the following information:

(A) A description of the consumer's claim, including the reason why the consumer believes his or her account was improperly charged for the substitute check or the nature of his or her warranty claim with respect to such check;

(B) A statement that the consumer suffered a loss and an estimate of the amount of that loss;

(C) The reason why production of the original check or a sufficient copy is necessary to determine whether or not the charge to the consumer's account was proper or the consumer's warranty claim is

valid; and

(D) Sufficient information to allow the bank to identify the substitute check and investigate the claim.

(ii) If a consumer attempts to make a claim but fails to provide all the information in paragraph (b)(2)(i) of this section that is required to constitute a claim, the bank shall inform the consumer that the claim is not complete and identify the information that is missing.

(3) Form and submission of claim; computation of time for bank action. The bank holding the account that is the subject of the consumer's claim may, in its discretion, require the consumer to submit the information required by this section in writing. A bank that requires a written submission—

(i) May permit the consumer to submit the written claim electronically;

(ii) Shall inform a consumer who submits a claim orally of the written claim requirement at the time of the oral claim and may require such consumer to submit the written claim such that the bank receives the written claim by the 10th business day after the banking day on which the bank received the oral claim; and

(iii) Shall compute the time periods for acting on the consumer's claim described in paragraph (c) of this section from the date on which the bank received the written claim.

(c) Action on claims. A bank that receives a claim that meets the requirements of paragraph (b) of this section shall act as follows:

(1) Valid consumer claim. If the bank determines that the consumer's claim is valid, the bank shall—

(i) Recredit the consumer's account for the amount of the consumer's loss, up to the amount of the substitute check, plus interest if the account is an interest-bearing account, no later than the end of the business day after the banking day on which the bank makes that determination; and

(ii) Send to the consumer the notice required by paragraph (e)(1) of this section.

(2) Invalid consumer claim. If a bank determines that the consumer's claim is not valid, the bank shall send to the consumer the notice described in paragraph (e)(2) of this section.

(3) Recredit pending investigation. If the bank has not taken an action described in paragraph (c)(1) or (c)(2) of this section before the end of the 10th business day after the banking day on which the bank received the claim, the bank shall—

(i) By the end of that business day—

(A) Recredit the consumer's account for the amount of the consumer's loss, up to the lesser of the amount of the substitute check or \$2,500, plus interest on that amount if the account is an interest-bearing account; and

(B) Send to the consumer the notice required by paragraph (e)(1) of this section; and

(ii) Recredit the consumer's account for the remaining amount of the consumer's loss, if any, up to the amount of the substitute check, plus interest if the account is an interest-bearing account, no later than the end of the 45th calendar day after the banking day on which the bank received the claim and send to the consumer the notice required by paragraph (e)(1) of this section, unless the bank prior to that time has determined that the consumer's claim is or is not valid in accordance with paragraph (c)(1) or (c)(2) of this section.

(4) Reversal of recredit. A bank may reverse a recredit that it has made to a consumer account under paragraph (c)(1) or (c)(3) of this section, plus interest that the bank has paid, if any, on that amount, if the bank—

(i) Determines that the consumer's claim was not valid; and

(ii) Notifies the consumer in accordance with paragraph (e)(3) of this section.

(d) Availability of recredit—(1) Next-day availability. Except as provided in paragraph (d)(2) of this section, a bank shall make any amount that it recredits to a consumer account under this section available for withdrawal no later than the start of the business day after the banking day on which the bank provides the recredit.

(2) Safeguard exceptions. A bank may delay availability to a consumer of a recredit provided under paragraph (c)(3)(i) of this section until the start of the earlier of the business day after the banking day on which the bank determines the consumer's claim is valid or the 45th calendar day after the banking day on which the bank received the oral or written claim, as required by paragraph (b) of this section, if—

(i) The consumer submits the claim during the 30-calendar-day period beginning on the banking day

on which the consumer account was established;

(ii) Without regard to the charge that gave rise to the recredit claim—

(A) On six or more business days during the six-month period ending on the calendar day on which the consumer submitted the claim, the balance in the consumer account was negative or would have become negative if checks or other charges to the account had been paid; or

(B) On two or more business days during such six-month period, the balance in the consumer account was negative or would have become negative in the amount of \$5,000 or more if checks or other charges to the account had been paid; or

(iii) The bank has reasonable cause to believe that the claim is fraudulent, based on facts that would cause a well-grounded belief in the mind of a reasonable person that the claim is fraudulent. The fact that the check in question or the consumer is of a particular class may not be the basis for invoking this exception.

(3) Overdraft fees. A bank that delays availability as permitted in paragraph (d)(2) of this section may not impose an overdraft fee with respect to drafts drawn by the consumer on such recredited funds until the fifth calendar day after the calendar day on which the bank sent the notice required by paragraph (e)(1) of this section.

(e) Notices relating to consumer expedited recredit claims—(1) Notice of recredit. A bank that recredits a consumer account under paragraph (c) of this section shall send notice to the consumer of the recredit no later than the business day after the banking day on which the bank recredits the consumer account. This notice shall describe—

(i) The amount of the recredit; and

(ii) The date on which the recredited funds will be available for withdrawal.

(2) Notice that the consumer's claim is not valid. If a bank determines that a substitute check for which a consumer made a claim under this section was in fact properly charged to the consumer account or that the consumer's warranty claim for that substitute check was not valid, the bank shall send notice to the consumer no later than the business day after the banking day on which the bank makes that determination. This notice shall—

(i) Include the original check or a sufficient copy, except as provided in § 229.58; (ii) Demonstrate to the consumer that the substitute check was properly charged or the consumer's warranty claim is not valid; and

(iii) Include the information or documents (in addition to the original check or sufficient copy), if any, on which the bank relied in making its determination or a statement that the consumer may request copies of such information or documents.

(3) Notice of a reversal of recredit. A bank that reverses an amount it previously recredited to a consumer account shall send notice to the consumer no later than the business day after the banking day on which the bank made the reversal. This notice shall include the information listed in paragraph (e)(2) of this section and also describe—

(i) The amount of the reversal, including both the amount of the recredit (including the interest component, if any) and the amount of interest paid on the recredited amount, if any, being reversed; and

(ii) The date on which the bank made the reversal.

(f) Other claims not affected. Providing a recredit in accordance with this section shall not absolve the bank from liability for a claim made under any other provision of law, such as a claim for wrongful dishonor of a check under the U.C.C., or from liability for additional damages, such as damages under § 229.53 or § 229.56 of this subpart or U.C.C. 4-402.

EFF: July 2011

FACTS

WHAT DOES CUSTOMERS BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> - Social Security number - Account balances - Payment history - Transaction history - Transaction or loss history - Credit history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Customers Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Customers Bank share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – Information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – Information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 866-476-2265 or go to www.customersbank.com
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Who We Are	
Who is providing this notice?	Customers Bank

What We Do	
How does Customers Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, encryption, and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Customers Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> - Open an account - Apply for a loan - Provide account information - Make a wire transfer - Show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> -sharing for affiliates' everyday business purposes – information about your creditworthiness -affiliates from using your information to market to you -sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. - <i>Customers Bank has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. - <i>Customers Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Customers Bank doesn't jointly market.</i>

Other important information	
For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.	
For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.	

CUSTOMERS BANK

ELECTRONIC FUNDS TRANSFER DISCLOSURE

This section provides information and notifies you of certain rights you have under the Electronic Funds Transfer ("EFT") Act.

Automated Teller Machine (ATM) Services

You understand that you may use your ATM Card or VISA Debit Card at an ATM to (1) withdraw cash from your account(s), (2) make or arrange for deposit in your account(s), (3) effect transfers between your account(s), (4) receive information regarding the balance of your account(s), (5) perform such other transactions as we may expressly authorize. You may deliver cash, checks, drafts and similar items at our ATM. You may also use ATMs throughout the United States bearing the STAR or PLUS system logos and in certain foreign countries which bear the PLUS system logos to (1) make withdrawals from, (2) effect transfers to or from, or (3) receive information regarding the balance in your checking or savings account(s) designated as the primary account of such type on your application form. There may be some limitations on transactions available at ATMs in foreign countries.

You may use the Card(s) to purchase goods and services ("Purchase") at any retail establishment ("Merchant") where such Merchant accepts ATM Card(s) (i.e. STAR). If you use the Card(s) to make a Purchase or obtain cash, if permitted by Merchant, you shall be requesting us to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your primary checking account designated on your application form and directing or ordering us to pay such funds to the Merchant. You will be requested to use your Personal Identification Number ("PIN") for these transactions.

Fees and Charges for ATM Transactions

We do not charge for ATM transactions at the present time.

ATM Fees

When you use an ATM not owned by us, you may be charge a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Our VISA Debit Services

You further understand that you may use only the VISA Debit Card to purchase goods and services where such Merchant accepts VISA cards. We may place a hold on the funds available in your primary checking account and any available overdraft protection account that may be necessary to cover the transaction. The hold will be in the amount of the transaction request that has been submitted by the VISA Merchant for authorization. These funds will not be available for withdrawal from your primary checking account in cash, for payment of checks that you have written on your checking account, or for any other use during the period that the hold is in effect. For transactions performed in the United States, it will normally take up to five (5) calendar days after the transaction is conducted to settle the transaction through VISA and post the transaction to your account. For transactions performed outside the United States, it will normally take up to ten (10) calendar days after the transaction is conducted to settle the transaction through VISA and post the transaction to your account, however, a longer period may be required.

If the location accepts both VISA cards and ATM cards, the purchase transaction will be considered an ATM Purchase if the transaction is sent to us through the ATM network. You will be requested to use a PIN for these transactions. The transaction will be considered a VISA Purchase if the transaction is sent to us through the VISA network, and you should not use a PIN for such a transaction.

Record of Transaction

You may receive a printed receipt from each ATM location or Merchant at the time of the transaction. You will receive a monthly statement showing the transactions made during the past month and any charges that were imposed for such services or transactions.

Terminal Transfers

You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Foreign Transaction-Currency Conversion

When you use your Visa-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
- The government-mandated rate in effect for the applicable central processing date;
- In each instance, plus 1%

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or processing date.

This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction.

Limitations on the Uses of VISA Debit and ATM Card

The ATM withdrawal limit (including ATM point of sale transactions) for an ATM Card is \$500 each day. You may withdraw funds from one or a combination of your accounts up to this ATM withdrawal limit provided funds are available in your account(s). The day for purposes of applying this withdrawal limit starts at 2:00 p.m. each business day and ends at 2:00 p.m. the next business day. Certain limitations are imposed on the frequency of use of the ATM card each day. These limitations are not revealed for security reasons.

The ATM withdrawal limit (including ATM point of sale transactions) for a VISA Debit Card is \$1,500 each day. You may withdraw funds from one or a combinations of your accounts up to this ATM withdrawal limit provided funds are available in your account(s). The day for withdrawal limit starts at 2:00 p.m. each business day and ends at 2:00 p.m. the next business day. Certain limitations are imposed on the number of times you can use the card each day. These limitations are not revealed for security purposes. In addition you may use your VISA Debit Card to make purchases up to \$1,500 at VISA Merchants each day provided the funds are available in your checking account.

Internet gambling may be illegal in the jurisdiction in which the cardholder is located, including locations within the United States. VISA cards may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which the cardholder may be located.

Use of Personal Identification Number (“PIN”) with the Card

You understand that an ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You acknowledge that the Personal Identification Number or PIN which you use with the Card(s) is your signature and identifies the bearer of the Card(s) to the STAR, and PLUS systems, ATM or other ATM network. This authenticates and validates the directions given, just as your signature and other proof of identify you and authenticate and validate your directions to a human teller. You also understand that a Merchant which accepts the Card(s) for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of your PIN and when your PIN is used at a Merchant’s terminal, it will authenticate and validate the directions given just as your actual signature will authenticate and validate your directions given to us. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Card(s) is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO THAT NO ONE ELSE LEARNS YOUR PIN.

CUSTOMERS BANK

CONSUMER DEBIT CARD/ATM CARD HOLDER AGREEMENT AND DISCLOSURE STATEMENT

Consumer Liability for Unauthorized Transactions/Transfers

You agree to contact us immediately if you believe the Card(s) and/or PIN have been lost or stolen and/or money is missing from your account(s). You also agree that if your monthly statement shows transactions which you did not make, and you do not contact us within sixty (60) calendar days after the statement was mailed or made available to you, you may not get back any money lost after that time.

YOU AGREE THAT IF YOU GIVE YOUR CARD(S) AND PIN TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM.

You could lose all your money in the account(s), including the available balance in your overdraft protection account(s) and/or the Discretionary Overdraft Privilege Limit, if you take no action to notify us of the loss of your PIN, ATM card or VISA Debit Card. If you notify us of the loss, your liability for unauthorized transactions will be as follows:

1. If you contact us within two (2) business days of the loss or your discovery of the loss, your loss will be limited to \$50 if someone used your PIN and ATM card or VISA Debit Card without your permission.
2. If someone used your PIN and ATM card or VISA Debit Card without your permission, your loss could be as much as \$500 if you do not contact us within two (2) business days after you learn of the loss and we can establish that we could have prevented the loss if you had contacted us.
3. If your monthly statement shows transfers or ATM or VISA Debit Card Purchases you did not make and you do not contact us within sixty (60) calendar days after the statement was mailed or made available to you, you may not get back any money lost, if we can establish that your contacting us would have prevented those losses.

Error Resolution Notice:

In Case of Error or Questions about your Transactions

You agree to contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about the transaction listed on the statement or receipt. We must have a signed dispute from you no later than sixty (60) calendar days after we sent or made available to you the Customers Bank statement on which the problem or error appeared. You must provide us with the following information in writing:

1. Tell us your name, account number and ATM or VISA Debit Card number
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error and/or why you need more information: and
3. Tell us the dollar amount of the suspected error. If the amount of the discrepancy is less than one dollar, your account will not be adjusted.

If you tell us orally, we require that you send your complaint or questions in writing within ten (10) business days to us. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for domestic ATM transactions and up to ninety days (90) for international ATM transactions or VISA purchases. If we decide to do this, we will re-credit your account within the ten (10) business days for the amount you think is in error as a **provisional credit**, so you have use of the money during the time it takes us to complete our investigation.

We may not re-credit your account if the transaction was an ATM deposit made by check, draft, or similar paper instrument.

Rules for New Deposit Customer accounts; we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within (20) business days. You are considered a new deposit customer during the first 30 days after you establish an account at Customers Bank.

If we decide that there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we credit your account with funds while investigating an error, we will reverse that credit if we concluded no error has occurred. You are responsible for full repayment of these funds to us.

How to Contact Us

If you believe that your Card(s) and/or Personal Identification Number (PIN) has been lost or stolen, please contact us immediately by calling the following number.

ATM or Debit Cards

1-866-476-2265 (during normal business hours)

1-800-523-4175 (after hours contact STAR)

Charges/Fees

You agree to pay the charges or transaction fees that are charged for Electronic Funds Transfer Services we currently offer or which may be offered at a later date; such fees or charges may be imposed or changed from time to time (See Fee Schedule).

Liability

If a Card(s) is issued for a joint account(s) you agree to be jointly and separately liable under the terms of this agreement.

You agree that if you make deposits or payments to your account(s) with items other than cash and we make funds available to you from such deposits before we collect them, we may deduct the amounts of such funds from your account(s) that are not collected. If the funds in your account(s) are insufficient at such time, you will promptly pay to us any amount of such funds that are not collected, plus any fees you may owe us in accordance with our the current Fee Schedule.

Our Liability for Failure to Complete an Electronic Funds Transfer Transaction

If we do not complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

1. There is not enough money in your account to complete the transaction through no fault of ours
2. The funds in your account are unavailable
3. The funds in your account are subject to legal process
4. The transaction you request would exceed the funds in your account plus any available overdraft protection
5. The ATM has insufficient cash to complete the transaction
6. Your Card(s) has been reported lost or stolen or your Card(s) privileges have been suspended and you are using the reported/suspended Card(s)
7. We have a reason to believe that the transaction requested is unauthorized
8. The failure is due to an equipment breakdown or software malfunction which you knew about when you started or initiated the transaction using an ATM or STAR or VISA Merchant terminal
9. The failure was caused by an act of God, fire, flood or other catastrophe, or by an electrical or computer failure or communication malfunction or by another cause beyond our control
10. You attempt to complete a transaction using an ATM or STAR or VISA Merchant terminal which is not a permissible transaction under this Agreement
11. The transaction would exceed security limitations on the use of your ATM or VISA Debit Card(s)
12. We did not receive a direct deposit instruction

13. You did not provide us with the correct names or account information for those persons or entities to whom you wished to direct payment

There may also be other exceptions not specifically mentioned above. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

Limitation of Our Liability

Unless otherwise required by law, we will not be responsible for any losses or damages, including direct, indirect, special or consequential losses or damages, from your participation in or use of any goods or services purchased using any of the cards and services described in the VISA Debit Card and ATM Card Cardholder Agreement and Disclosure Statement.

Confidentiality

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

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court order, or
4. If you give us your written permission

Amendment of this Disclosure

You agree that from time to time we may amend or change the terms of this Disclosure including amendments or changes to add more Card services. We will notify you in writing of any change in a term or condition required to be disclosed under the Electronic Fund Transfer Act at least thirty (30) days prior to the effective date of such amendment or change. Your use of the Card(s) after the effective date of such amendment or change shall constitute your agreement to such amendment or change.

Ownership

You agree that any Card is our property and you will surrender it to us upon our request.

Other Electronic Funds Transfers – Preauthorized Payment

If you have told us in advance to make regular payments from your account, you can stop any of these payments. Call or write us using the phone number or address in the Section titled “How to Contact Us” in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you for each stop payment order you give. Please refer to Fee Schedule for the amount. If you order us to stop one of these payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, but not indirect, special or consequential losses or damages.

Electronic Funds Transfer Services Offered

If you specifically authorize us to electronically accept deposits or honor withdrawals, we will provide such services.

Deposits

You can arrange to have deposits made automatically to your account. Social Security payments, other government payments as well as your wages or salary are examples of such deposits.

Withdrawals

You can also arrange to have certain withdrawals, such as Life Insurance premiums, made automatically from your account.

Consumer Liability

If you fail to report within sixty (60) days of the transmittal of your statement any unauthorized transfer that appears on the statement, your liability will not exceed:

- The lesser of \$50 or the amount of unauthorized transfers that appear on the statement or that occur during the sixty day period plus,
- The amount of unauthorized transfers that occur after the sixty days and before you notify us, if we can prove that we could have stopped someone from taking the money if you had told us in time.

How to Notify Us

If you believe that someone has transferred or may transfer money from your account without your permission, call 1-866-476-2265 during normal business hours or write us at Customers Bank, 99 Bridge Street, Phoenixville, PA 19460

Business Days

Our business days are Monday through Friday. Holidays are not included.

Types of Automatic Transfers

You may have deposits made to checking, savings, interest checking or money market accounts. You may transfer funds between your checking, savings, interest checking or money market accounts. You may have payments made from your checking, savings, interest checking or money market accounts.

Charges for Transfers

Please refer to the Fee Schedule for any fees relating to transfers. You need to be aware that federal regulations have set the maximum number of preauthorized transfers to six in your savings or money market account in any statement period.

Documentation of Transfer

- Preauthorized credits: If you have arranged to have direct deposits made to your account at least once every sixty days from the same person or company, you can call us at (1-866-476-2265 during normal business hours) to find out whether or not the deposit has been made.
- Period Statements: You will get monthly account statements if you have an electronic funds transaction.

Other EFT Transactions

You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion

You may authorize a merchant to use your check as a source of information to initiate an EFT from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-Presented Check Transactions and Fees

You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure.

Revised July 2011

