

**By signing the account's signature card, you agree to be bound by the Terms disclosed herein.**

Deposit accounts are subject to the by-laws of the Bank, its charter, and the applicable statutes of the United States and the State of New Jersey.

<b>Member FDIC.</b> Deposits Insured by the Federal Deposit Insurance Corporation to at least \$100,000 for each Depositor.
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**DEPOSITS**

Items received for deposit or collection are accepted on the following terms and conditions:

1. You may deposit any amount to your account. Deposits can be made in person at any of our branches, by mail, at any ATM owned and operated by Gibraltar Savings Bank<sup>3</sup>, or by pre-authorized credits to your account. You may make deposits into your account each business day.<sup>1</sup>
2. The Bank acts only as the depositor's collecting agent and assumes no responsibility beyond its exercise of due care. The Bank may forward items to correspondents and shall not be liable except for its negligence. Items and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by this Bank or any correspondent, in accordance with any common financial institution usage, with any practice/procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means.
3. All items cashed or deposited will be handled by us as your agent, subject to charge back or refund if, for any reason, final payment is not received in a form acceptable to us. All items are credited subject to final payment and to receipt of proceeds of final payment in cash or solvent credits by the Bank at its own office. If a claim is made in respect to any item after final payment on the grounds that it was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, we may withhold the amount of the item from your account until the claim is settled.
4. If you deposit a check, draft, bond or other non-cash item, we have the right to clear it before we make the money available to you. Clearing of these items is accomplished when we present them to the bank they are drawn on and it pays us their value. Any and all special fees for collecting your deposit items will be charged to your account.
5. We reserve the right to limit, return or refuse any deposit.
6. We do not accept brokered deposits.
7. Waiver of Right to Notice of Dishonor. If a deposited check is returned unpaid, you agree that at our discretion we may submit the check for payment again without giving you notice the check was returned unpaid. This means you are waiving your right to "notice of dishonor" of the check.

**WITHDRAWALS**

8. You may make withdrawals from your account each business day, provided funds are unencumbered.<sup>2</sup>
9. Although we always intend to make the money in your account available to you on demand, Federal regulations permit us to reserve the right to require written notice of your intent to withdraw funds from your account, 7 days for savings accounts & 60 days for transaction accounts.
10. Cash Withdrawals. We may limit you to a maximum daily withdrawal of \$5,000 in cash and may require two forms of identification for certain transactions.

**OTHER**

11. Accounts held at the Bank are not transferable except on the books of the Bank.
12. A transaction received after the Bank's business day shall be deemed received the next business day. Our business day may differ from the hours branch offices are open to the public, the Bank's branch hours. Branch hours are prominently posted at each branch office. If the Bank's business day is different than its branch hours, the cutoff time when receipt of a transaction will be processed under the next business day, will be posted at the Teller station.

13. Right of Offset. If you owe us money and it is due, under certain conditions we may use the funds from other accounts you hold with us to pay the debt owed us.
14. Closing an account by accountholder. Your account must remain open with us for one year. Thereafter, you may close your account at any time subject to all funds available being cleared.<sup>1</sup>
15. Closing an account by Gibraltar. We may close your account upon reasonable notice; however, we reserve the right to close your account at any time without prior notice. The imposition of Fees on a low balance account may reduce it to a \$0 balance, at which time we may close your account without providing any notice. If there remained a balance in your account at the time we closed it, we will mail you a notice of our action and a check for the final balance to the address of record on file.
16. Change of Address. You must promptly notify us in writing of any change in your address and include proof of same.
17. Inactive Accounts. If we have no customer contact (you make no deposits, or withdrawals by check or in person, or you do not present your passbook for update in person or by mail, or there is no ACH/ EFT activity for 6 consecutive months in your transaction account or 12 consecutive months in your savings account, your account will be deemed inactive.
18. Abandoned Property. If your account is inactive for 3 years (is dormant) and we can't reach you by mail, New Jersey Law requires us to turn over the money in your dormant account to the State as abandoned property.
19. Legal Proceedings. If your account becomes involved in legal proceedings (i.e. levies, liens) your use of it may be restricted.
20. Forms. You must use the forms supplied by us, properly completed.
21. Fees. Fees may be imposed related to the foregoing Terms as well as for other Bank services, as itemized in our "Other Fees" Schedule. Your account may also be charged service, transaction, and maintenance fees as disclosed in the account's disclosure statement.
22. Amendment of Terms and Fees. Depending on market conditions, we may amend our terms from time to time. We may also change service and maintenance charges and any other fees upon notice. Changes will be binding upon our giving 30-day Notice to you. Notice may be made by posting in our office lobbies, by mail to the address of record on file, whether as a statement insert, as part of the body of a statement, or under separate cover. The following do not require prior Notice of Change: changes in rates on variable rate accounts, change in office or branch office hours, change in our business day.
23. Waiver. Any waiver by us of these Terms or Fees is deemed for one instance only, and does not constitute a waiver of same on any other occasion.

<sup>1</sup> Not applicable to Time Accounts

<sup>2</sup> Not applicable to Time and Club Accounts

<sup>3</sup> ATM Deposit transactions must be keyed in with a Gibraltar ATM Card or Gibraltar VISA® Debit Card