

# Relationship Reference Guide

*Effective July 1, 2025*





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## **INTRODUCTION**

In this Deposit Account Agreement and Disclosures, each and all of the depositors are referred to as “you” and “your.” The Financial Institution (Wilmington Savings Fund Society, FSB) is referred to as “WSFS,” “we,” “our,” and “us.” This Deposit Account Agreement contains the terms and conditions governing your deposit accounts with us. As used in this document, the term “Agreement” means this document, the Rate and Fee Schedule (also known as the Regulation DD - Truth in Savings) and Cost Summary, the Signature Card or account opening document, a Funds Availability Policy Disclosure (contained within this document, IV.B), and an Electronic Fund Transfer Act Disclosure (contained within this document, XVIII) and Debit Card Agreement, if applicable. Each of you signing the signature card or completing other account opening requirements for a deposit account acknowledges receipt of this Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the deposit account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

## **I. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents for you or your business. You agree to supply us with a separate authorization informing us of the authorized signer(s) for a business account, if requested to do so, and to provide any other related document requested by us including documentation related to beneficial ownership information for legal entity customers. We can limit your use of the account until all requested documentation has been provided. If you asked us to create an account for multiple authorized signers, we can limit your use of the account until all have signed where required.

## **II. CREDIT VERIFICATION**

You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purposes.

## **III. DEPOSIT ACCOUNTS**

From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the “Account”) is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in

this Agreement. If you open multiple Accounts, you may receive specific information for each Account, but this Agreement will cover all of your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges and fees, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection including, but not limited to, those incurred at trial and on any appeal.

## **IV. POLICIES FOR ALL DEPOSIT ACCOUNTS**

### **A. Deposit Rules**

The following terms apply to deposits made to your Account:

**1. Collection of Deposited Items.** You may make a deposit by any of the following methods: in person at a branch, by mail, direct deposit/ACH deposit, ATM, Snapshot\*/mobile device, Express Deposit (commercial scanners), internal and external transfers, night depository, person to person payments, lock box services, and money room/armored car services. We may, at our sole discretion, refuse to accept particular instruments as deposits. Unless you have entered a separate agreement with WSFS, WSFS does not recommend that you leave a deposit unattended without the deposit amount being confirmed in your presence ("drop off deposit"). If you do choose to make a drop off deposit, you agree that WSFS may open and verify the drop off deposit. You acknowledge and agree that the deposit slip you provide with a drop off deposit is not conclusive as to the contents or amount of the deposit and that our verification of the contents and amount of a drop off deposit shall be final and conclusive. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for defaults or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

\*Snapshot Deposit is available 30 days after account opening. The WSFS Mobile Banking app is required to use Snapshot Deposit.

**2. Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

**3. Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts without prior notice and at any time for the amount of the returned item, our ACH/Check Return Deposited Item fee, applicable to non-consumer accounts only, and any interest paid on that item. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon an image of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account.

**4. Notice of Stop Payment, Legal Process, or Setoff.** A check received by us before the close of the business day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to a cutoff hour listed elsewhere in our Agreement with you, and if no cutoff hour is given, no later than the close of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement.

**5. Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a “substitute check” (as defined in Regulation CC Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

**6. Remotely Created Checks.** If you deposit any “remotely created check”, (as defined in Federal Reserve Regulation CC, Section 229.2(ff)), then you represent and warrant to us that the holder of the account upon which it is drawn authorized the issuance of that check for the amount and to the payee shown on the check. If anyone claims otherwise, you agree that we may immediately charge the amount of such check plus any claimed interest, costs, and damages, against the account. If there are insufficient collected funds in the account to cover the amount of that charge, you agree that we may charge any other deposit accounts you have with us or offset against any other amount we owe you. You agree to indemnify us against, and hold us harmless from any and all such claims, including consequential and punitive damages and our own reasonable attorney fees and costs in investigating and responding to such claims, whether or not litigation results.



**7. Foreign Items.** If an item payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit such a deposit until receiving the proceeds in United States currency.

**8. Deposit Discrepancy.** If we identify a discrepancy with a deposit you make where the discrepancy amount is less than or equal to \$1.00, it may not be researched and adjusted. But if you call Customer Service at 1-888-WSFSBANK to identify a discrepancy with a deposit you make, we will research and adjust if deemed appropriate.

## **B. Funds Availability Policy**

**1. Crediting of Deposits and Funds Availability.** Below is a statement of our policies of funds availability and an explanation of the factors that may delay your ability to use funds deposited to your Account. This disclosure is made pursuant to the Expedited Funds Availability Act of 1987 and Regulation CC established by the Federal Reserve Board, and subsequently amended. This disclosure relates to all methods of withdrawal, and where differences exist in availability from one method to another, those differences are described.

**2. Your Ability to Withdraw Funds.** Our policy is to make funds from your cash deposits available to you immediately and check deposits available on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit; however, if you make a deposit on a non-business day or on a day we are not open, we will consider the deposit made on the next business day we are open.

### **3. Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the sixth business day after the day of your deposit. The first \$275 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our Associates, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.

- You redeposit a check that has been returned unpaid.
- Your account has been repeatedly overdrawn in the last six months.
- There is an emergency, such as failure of computer/communications equipment.
- You deposit checks totaling more than \$6,725 on any one day.

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 sixth business day after the day of your deposit.

**4. Check Cashing:** If WSFS cashes a check that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. The funds being held will be made available to you the next business day.

**5. Check Deposits:** If WSFS accepts, for deposit, a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay the availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Agreement for the type of check that you deposited.

#### **6. Additional Information Relating to Your Deposits:**

- At our discretion, deposits may be made available sooner if the deposit you are making is done in person at a WSFS branch, and the deposit consists of checks drawn on WSFS Bank (on-us checks). These deposits are available for withdrawal on the business day of deposit if it is requested that the on-us checks be deposited as cash.
- If a deposit is made by mail, WSFS will consider the day of receipt to be the “day of deposit.”
- If a cash deposit is made at a WSFS banking office ATM, the funds from the deposit will be available for withdrawal immediately. For check deposits made on a business day by 3:00 PM ET at a WSFS owned or operated ATM the funds will be available for withdrawal on the first day after the day of deposit. If a check deposit is made on a day that is not considered a business day or after 3:00 pm ET, WSFS will consider the “day of deposit” to be the next business day and the funds will be available for withdrawal on the following day after the “day of deposit”.
- If a deposit containing cash or checks is made at a non-WSFS owned or operated ATM on a business day by 3:00 pm ET, the funds from the deposit will be available for withdrawal on the first day after the day of deposit. If a deposit containing cash or checks is made on a day that is not considered a business day or after 3:00 pm ET, WSFS will consider the “day of deposit” to be the next business day and the funds will be available for withdrawal on the following day after the “day of deposit”.
- If a deposit is made using WSFS Snapshot Deposit or WSFS Business Mobile Deposit, the funds will be available for withdrawal on the first business day after the day of deposit. For deposits made before 7:00 pm ET, the “day of deposit” will be that same day; however, if a deposit is made after 7:00 pm ET or on a day that is not considered a business day, we will consider the “day of deposit” to be the next business day.

We may delay the availability of a particular deposit under the following circumstances:

- A check was deposited that is not made payable to you.
- A check or any form of electronic deposit contains incorrect information.
- An external transfer deposit is initiated via WSFS online banking.
- International ACH transactions are to be deposited to your account. These deposits require Office of Foreign Asset Control (“OFAC”) screening and may be delayed until processed and cleared.

**C. Special Rules for New Accounts.** If you open a new account, the following special rules may apply during the first 30 days your account is open.

- Funds from electronic direct deposits (ACH), cash or wire deposits to your account will be available on the day we receive the deposit.
- Funds from 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 the deposit meets certain conditions. For example, the checks must be payable to you and you must use a special deposit slip.\* If your deposit of these types of checks (other than a U.S. Treasury check) is not made in person to one of our Associates while using the special deposit slip, the funds will not be available until the third business day after the day of your deposit.

\*Special deposit slips are available at all WSFS offices. These special deposit slips guarantee next day availability of funds from the deposit types listed above provided the deposit is made in person at a WSFS branch.

- Funds from all other check deposits will be available on the third business day after the day of your deposit.
- In the case of new customers opening a Fresh Start checking account, deposits of all other checks will be available on the fourth business day after the day of your deposit.
- Funds from an external transfer deposit initiated via WSFS online banking will be available on the fifth business day after the day of deposit.

**D. Additional Rules for Consumer Fresh Start Accounts.** The general policy is to delay the availability of funds from check deposits. During the delay, the funds may not be withdrawn, in cash, either in person or at an ATM, and the funds will not be used to pay checks that have been written and electronic payments that have been authorized. The length of the delay varies depending on the type of deposit and is explained below:

- Funds from deposits of cash, electronic direct deposits (ACH), wire transfers and telephone transfers are available on the business day of deposit.
- Funds from deposits of US Treasury checks payable to you, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S. Postal Service money orders and checks drawn on WSFS Bank (on-us checks) are available on the first business day after the day of deposit.

- Funds from deposits of state and local government checks, cashier's, certified and traveler's checks, that are payable to you and provided that a special deposit slip\* is used, are available on the first business day after the day of deposit.
- Funds from all other check deposits will be available on the second business day after the day of your deposit.
- Funds deposited via a WSFS ATM follow the availability guidelines detailed in section IV (B)(6): Additional Information Relating to Deposits in this Agreement.

\*Special deposit slips are available at all WSFS offices. These special deposit slips guarantee next day availability of funds from the deposit types listed above provided the deposit is made in person at a WSFS branch.

## E. Withdrawal Rules

The following terms apply to withdrawals from your Account:

**1. Manner of Withdrawal:** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Truth in Savings Disclosure, or by applicable law.

**2. Notice Requirements:** Federal regulations give us the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, interest checking, 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 this right.

**3. Signatures:** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. We will have no responsibility for reviewing the number or combination of signatures on or with an item drawn against your account. This means that if you have indicated that more than one signature is required in connection with an item drawn on your account, we will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on or with the item. We will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the

device by which the facsimile or mechanically reproduced signature is affixed, and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.

**4. Preauthorized Drafts:** If you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you.

**5. Electronic Check Conversion:** You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your account. The merchant uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant's account. After the information is gathered from the check, the merchant should mark it void and return it to you. You should sign and receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your account faster than a normal check transaction. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic fund transfer from a consumer account is governed by the Electronic Fund Transfer Act and subject to the Electronic Fund Transfer Act Disclosure.

**6. Re-presented Checks:** If a merchant electronically represents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Fund Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Fund Transfer Act and subject to the Electronic Fund Transfer Act Disclosure if the fee is debited as an electronic fund transfer from a consumer account. A description of the transaction will appear on your statement.

**7. Check Legends:** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you

of restrictive language placed on checks or other items, including but not limited to terms such as “Void after 90 Days,” “Paid in Full,” “Two Signatures Required,” “Void Over \$100” or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and at our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you send notice to WSFS Bank, Attn: Exceptions Processing, P.O. Box 1889, Wilmington, DE 19899 and we have agreed in writing to honor such legends.

**8. Non-Customer Check Cashing Fee and Identification:** If a person who is not a deposit customer of ours presents a check drawn against one of your accounts for payment over the counter, we may require identification that meets our standards including a thumbprint or fingerprint from the person, and we may (subject to applicable law) charge the person a service charge for cashing the check. You agree that if the person refuses to comply with our identification standards and/or refuses to pay the service charge, we may dishonor the check, and we have no liability to you for refusing to cash the check.

## **V. OVERDRAFTS AND OVERDRAFT FEES**

### **A. What is an overdraft? What is the available account balance?**

An overdraft occurs when we pay a transaction, we assess a fee or we reverse a deposit and you do not have enough available funds in your account to cover the transaction, fee or deposit reversal. The “available” balance at any time equals the ledger balance with the following deductions: (1) We deduct from the ledger balance any amount that is not available for withdrawal under our funds availability policy. For example, if your ledger balance is \$100, and you deposit a check for \$100 on day 1, your ledger balance on day 1 is now \$200, but your available balance is still \$100 until the funds become available under our funds availability policy. (2) When we authorize an ATM or one-time point-of-sale debit card transaction (a “must-pay item”), we become obligated under card network rules to pay the item. Accordingly, immediately upon authorizing a must-pay item, we deduct the authorized amount in determining the available account balance. For example, if your ledger balance on day 1 is \$100, and you make an authorized debit card purchase on day 1 for \$100, your ledger balance remains at \$100 until the item is presented for payment, but your available balance is now \$0. Must-pay items may include some authorized items (for example, hotel, gas or car rental transactions) that may never be presented to us for payment or may be presented to us on a delayed basis and/or in amounts that differ from the authorized amounts. (This means that, for a period of time, your available balance may be reduced by more than or less than the actual amount of the transaction you made.) If a must-pay item loses its status as such under network rules, or if the item is presented for payment to us, whichever comes first, we add back the amount we have deducted immediately before we begin our daily processing of deposits and payment items.

## **B. How can you avoid overdrafts and overdraft fees?**

The best way to avoid overdrafts is to keep careful track of your account balance, as well as any deposits and card transactions that may not yet be reflected in your available balance at any given time, and never engage in a transaction that might result in an overdraft. You can set up an email or text message alert through Online Banking, to be sent to you daily if your starting ledger balance (the ledger balance in your account after the previous day's transactions have posted) is at or below a threshold you choose. You can also get information about your account's ledger and available balances online, at our branches or over the phone. We also offer [overdraft protection plans](#), such as a link to a savings account or line of credit. To learn more, ask us about these plans.

## **C. What are the standard overdraft practices that come with my account?**

We may authorize and pay overdrafts for checks, other transactions made using your checking account number (such as ACH transactions), and recurring debit card transactions. Unless you have a business account or you provide us with your affirmative consent or "opt in" to coverage of overdrafts for ATM and one-time debit card transactions, we do not authorize and pay such transactions. We pay or decline to pay overdrafts in our absolute discretion. We do not guarantee that we will authorize and/or pay any type of overdraft transaction (except a previously authorized must-pay item), even if we have authorized and/or paid similar transactions in the past. If you opt in to coverage of overdrafts for ATM and one-time debit card transactions, you or we may reverse your opt-in at any time.

## **D. What should you do if you want us to authorize and pay overdrafts on your ATM and one-time point-of-sale debit card transactions?**

If you are considering authorizing us to pay overdrafts on ATM and one-time debit card transactions, you should first review the disclosure, What You Need to Know About Overdrafts and Overdraft Fees, we have provided regarding our overdraft practices. This disclosure is available at any time at your request. It is also available to you by logging into WSFS Online Banking and clicking on the "Change ATM/Debit Card Overdraft" link under the Customer Service menu option. Then, if you want us to authorize and pay overdrafts on ATM and one-time point-of-sale debit card transactions, you may inform us of your decision by visiting a branch, calling 1-888-WSFSBANK, or changing your Courtesy Overdraft Services settings through the "Customer Service" menu in Online Banking.

## **E. What fees are there in connection with overdrafts (and declined overdraft transactions)?**

Generally, we will charge you the fee set forth on our Cost Summary each time we pay an item greater than \$10.00 that creates or increases your overdraft balance to more than \$50.00. If we pay the item, we call the fee an "Overdraft Fee." We only charge Overdraft Fees on ATM and one-time point-of-sale debit card transactions if you have opted in to coverage of such transactions. Even if you have opted in to coverage of ATM and one-time point-of-sale debit card transactions, if at the time you authorize a one-time point-of-sale debit card transaction funds are available in your account to cover that

transaction, but funds are no longer available when the one-time point-of-sale debit card transaction is presented for processing, we will not charge an Overdraft Fee. Finally, we will not charge more than three Overdraft Fees in a single day, and will not charge an Overdraft Fee on any item in the amount of \$10.00 or less or any overdraft balance of \$50.00 or less.

#### **F. What are your obligations concerning overdraft balances?**

If your account is overdrawn for any reason, you must eliminate the overdraft immediately upon demand even if you did not cause or benefit from the overdraft. Failure to immediately repay an overdraft upon demand may give rise to permanent closure of your account, the reporting of your failure to credit reporting agencies and other adverse consequences. Subject to applicable law, we may use any funds deposited into your account (including direct deposits of Social Security benefits and other government benefits) to cover an overdraft and any associated fees, regardless of who caused or benefited from the overdraft or made the deposit. You must reimburse us for any liability or expense we incur in attempting to collect the amount of any overdraft. We may charge the amount of the liability or expense against your account or collect it in any other way.

#### **G. What order do we use in processing checks and other transactions?**

Transactions are generally processed at the end of each business day. If you do not have sufficient available funds for us to honor all debits without an overdraft, the order of processing may affect which items we honor (if any) and which items we dishonor (if any). We process deposits and most credits before debits. We may change the processing order from time to time but we will not use any order designed to increase the number of overdrafts and/or the amount of Overdraft Fees.

### **VI. STOP PAYMENT ORDERS**

Subject to certain limitations, you may order us to stop payment on any check, ACH/preauthorized electronic fund transfer ("EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account owner, as detailed below. You understand that we may accept the stop payment request from any of the joint owners or authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. There may be a fee when requesting a stop payment, which is detailed in the applicable Cost Summary.

**A. Stop Payment Against a Check or Other Item.** A stop payment request against a check or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months, but it may lapse after fourteen (14) calendar days if the original order was verbal and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your Account may be



renewed for additional six (6) month periods if the renewal occurs during a time when the stop payment is still in effect. You will be charged a fee every time you request a stop payment, even if it is a renewal or continuation of a previous stop payment request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires that you open a new account to ensure your security.

**B. Stop Payment Against an ACH/EFT.** A stop payment order against an ACH/EFT may be honored if received at least three (3) business days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, (ii) the debit entry is returned, or, (iii) where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. A stop payment order may lapse six (6) months from the date the stop payment order was requested. In some circumstances the stop payment order may remain in effect longer than six months. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect or insufficient information, we will not be liable for failing to stop payment on the item or authorization.

**C. Stop Payment Against an Official Check.** A stop payment order against an official check may only be placed if the official check has not yet been negotiated and either (i) we suspend payments, (ii) we believe the official check was procured by fraud or the person who is entitled to enforce the check is part of a fraudulent scheme, or (iii) payment is prohibited by law, such as a court order or seizure warrant.

An official check may be re-issued or you may request that funds be returned to your account only if the official check is lost, stolen or destroyed. Before the official check can be re-issued or funds returned, a WSFS Bank Affidavit of Lost, Stolen or Destroyed Official Check detailing the loss, theft, or destruction of the official check must be completed by the appropriate person (either the purchaser or payee of the official check).

**D. Exceptions to Stop Payment Orders.** You may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item or authorization after acceptance of the same by us.

## **VII. STALE OR POST DATED CHECKS**

We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do postdate a check and the check is presented

for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated checks and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**VIII. Subaccounts.** For regulatory accounting purposes, we may establish a master account and two subaccounts for each checking account you maintain with us. All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account. On the first day of each month, we will allocate funds between the two subaccounts as appropriate.

Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

## **IX. COMBINED BALANCE SERVICE**

With some checking accounts you can designate your checking account as your primary checking account and then link many of your other accounts to it for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the combined balance required to avoid the monthly fee on your primary checking account. The Rate and Fee Schedule lists the required combined balance for each checking account, if applicable, and the types of accounts that can be linked for pricing. To determine which accounts are eligible to be linked for pricing, any restrictions that may apply and the manner in which the account linking is applied, please call us at 1-888-WSFSBANK. For each linked account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account. You still need to meet the balance requirements, if applicable, in each linked account to avoid the monthly fees on those accounts. You understand that the statement for your primary checking account may include information about each linked account, including the account name, number and balance. We may make this information available to each owner and signer of any linked account. We may also send you a single combined statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. We may in our discretion place other restrictions on what accounts can be linked.

## **X. ADDITIONAL INFORMATION FOR SAVINGS AND MONEY MARKET ACCOUNTS**

If your account is an interest bearing account and is not an interest bearing checking account or time deposit, the following terms may apply.

**A. Transfers and Withdrawals.** If your Account is a savings or money market deposit account, an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A “preauthorized transfer” includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) of any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule).

**B. Excess Transactions.** If you exceed the six transfers or withdrawals described above we may (i) close your account or (ii) convert the account into a checking account that does not pay interest. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, or transfer/withdrawals from an ATM card (if applicable).

## **XI. ADDITIONAL INFORMATION FOR CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

If your Account is a certificate of deposit/time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Rate and Fee Schedule will apply.

**A. Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit.

**B. Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty when: (1) one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (2) the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; (3) the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; (4) the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401 and you become disabled or reach the age of a required minimum distribution; (5) the account is within an applicable grace period (if any); (6) at our discretion.

## XII. INTEREST

If your Account earns interest, the following information applies:

For Consumer Accounts Only:

**A. Payment of Interest.** We will pay interest as specified on the Rate and Fee Schedule provided at the time of account opening. The Rate and Fee Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements.

**B. Minimum Balance Requirements.** The Rate and Fee Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Rate and Fee Schedule.

**C. Interest Compounding and Crediting.** The Rate and Fee Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.

For All Accounts:

**D. Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).

**E. Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account is called accrued unpaid interest.

**F. Changes.** We have the right to change the rates and fees and we also reserve the right to change any other term of this Agreement at our sole discretion.

## XIII. FEES AND CHARGES

Subject to applicable law, you agree to pay us the fees and charges shown in the Cost Summary or Rate and Fee Schedule as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law and regulatory requirements.

#### **XIV. CHECK CASHING**

Before we allow a person to cash an item, we can require valid identification such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting and other biometric or technological means. If the person does not provide or permit identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.

#### **XV. ACCOUNT STATEMENTS**

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any check payment made and charged to your Account unless you notify us in writing, visit a branch or call us at 1-888-WSFSBANK within certain time limits after the statement and checks are made available to you. If you do not notify us within thirty (30) calendar days after an altered check or forged signature check appears on your Account statement, you may not be credited for any money you lose after the thirty (30) day notification period expires. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

#### **XVI. FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) COVERAGE**

Your WSFS account, as well as any WSFS qualifying account balances you may have, are aggregated for purposes of FDIC insurance up to \$250,000. For any questions concerning your coverage, please visit <https://edie.fdic.gov/index.html> or call the FDIC at (877) 275-3342 or (877) ASK-FDIC.

#### **XVII. ELECTRONIC FUND TRANSFER ACT DISCLOSURE (CONSUMER ACCOUNTS ONLY)**

The Electronic Fund Transfer ("EFT") Act disclosure detailed below applies to the use of your WSFS debit card and/or WSFS ATM card (collectively referred to as "Consumer Card") as well as to the use of EFT services. Examples of EFT services include but are not limited to direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure and agreement also apply to the use of your Consumer Card at automated teller machines (ATMs) and any networks described below. Please read this disclosure carefully and retain it for future reference.

**A. Consumer General Liability.** Tell us at ONCE if you believe your Consumer Card or Personal Identification Number (PIN) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your Consumer Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your Consumer Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Consumer Card or PIN and we can prove we could have stopped someone from using your Consumer Card or PIN without your permission if you had told us, you can lose as much as five hundred dollars (\$500). Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

**B. Contact in the Event of Unauthorized Transfer.** If you believe your Consumer Card or PIN has been lost or stolen:

- Call us at 1-888-WSFSBANK.
- Visit your local WSFS banking office.
- Write to Wilmington Savings Fund Society, FSB, P.O. Box 717, Claymont, DE 19703.
- Use the current contact information on your most recent account statement.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**C. Definition of a Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**D. Transfer Types & Limitations.** Account Access. You may use your Consumer Card to:

1. Withdraw cash from your checking or savings account.
2. Make deposits to your checking or savings account.
3. Transfer funds between your checking and savings accounts whenever you request.
4. Pay for purchases at places that have agreed to accept the Consumer Card.
5. Pay bills directly from your checking or savings account in the amounts and on the days you request.

Some of these services may not be available at all terminals.

**E. Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

## **F. Limitations on Frequency of Transfers.**

1. For security reasons and for your protection, there are limits to the number of cash withdrawals at ATMs made with the Consumer Card each day.
2. For security reasons and for your protection, there are limits to the number of point-of-sale transactions made with the Consumer Card each day.

## **G. Limitations on Dollar Amounts of Transfers.**

1. For security reasons, there are limits to the total dollar amount of point-of-sale transactions, ATM withdrawals and Account-to-Account (A2A) transactions made with the Consumer Card/PIN each day.

**H. Confidentiality.** We will 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 orders, or
4. If you give us your written permission.

**I. Documentation Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs.

1. Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at 1-888-WSFSBANK to find out whether or not the deposit has been made.
2. Periodic Statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

## **J. Preauthorized Payments.**

**1. Rights and Procedures to Stop Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of those payments. Here's how:

- Call us at 1-888-WSFSBANK or visit your local WSFS banking office.
- Write to Wilmington Savings Fund Society, FSB, P.O. Box 976, Claymont, DE 19703 or use the current information on your most recent account statement 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. A fee will be charged as listed in the Cost Summary for each stop payment order you give.

**2. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

**3. Our Liability for Failure to Stop Preauthorized Transfer Payments.** If you order us to stop one of the payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**K. Financial Institution's Liability.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages; however, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the ATM where you are making the transfer does not have enough cash.
4. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

**L. ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**M. In Case of Error or Questions About Your Transactions.** In case of errors or questions about your electronic transfers, telephone us at 1-888-WSFSBANK, visit your local WSFS banking office, or write us at Wilmington Savings Fund Society, FSB, P.O. Box 717, Claymont, DE 19703 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us, to the extent possible, the type, date, and amount of the error.
4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
5. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.



6. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

7. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **XVIII. OTHER TERMS APPLICABLE TO ELECTRONIC FUND TRANSFERS FOR CONSUMER AND BUSINESS ACCOUNTS**

**A. Services Provided Through Use of Card.** If you have received an electronic fund transfer card (ATM card or WSFS debit card or WSFS business debit card, collectively referred to as “Card”) from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**1. Using Your Card and PIN.** In order to assist us in maintaining the security of your account and the terminals, the Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you agree to pay us the amount of the improper withdrawal or transfer upon request. Your ATM card may only be used with your PIN. Certain transactions involving your WSFS debit card or WSFS business debit card may require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify us immediately if your Card is lost or if the secrecy of your PIN is compromised. You also agree not to (i) reveal your PIN to any person not authorized by you to use your Card or (ii) write your PIN on your Card or on any other item kept with your Card. We have the right to refuse a transaction on your account when your Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account. The security of your account depends upon you maintaining possession of your Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

**2. ATM Services.** The following services are available through use of your Card:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings account(s), savings and money market account(s), and savings and checking account(s).
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

**3. Network.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions. Besides being able to use your Card at our ATM terminals, you may access your accounts through the following network(s): NYCE and PLUS.

**4. ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Note: Refer to the current Cost Summary for the exact fees that may be charged by us.

**5. Point of Sale Transactions.** You may use your Card to purchase goods and services from merchants that have arranged to accept your Card as a means of payment (these merchants are referred to as “Participating Merchants”). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Card, including any purchase where you receive cash, are referred to as “Point of Sale” transactions and will cause your “designated account” to be debited for the amount of the purchase. The designated account for ATM card transactions is your Checking or Savings (for stand-alone Savings only). The designated account for WSFS debit card or WSFS business debit card transactions is your checking account. In addition, your WSFS debit card or WSFS business debit card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your Card may also be used to obtain cash from your designated account at participating financial institutions. Each time you use your Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your Account to ensure there are funds available to pay for the Card transactions.

**6. Currency Conversion — Visa®.** When you use your Card with the Visa® logo at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which 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 or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**7. Important Additional Fee Notice.** Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country, as cardholder.

**8. Cash Withdrawal Limits.** For security reasons, there are limits on the dollar amount of withdrawals you can make using ATMs. Request for a temporary increase of the dollar limit of ATM withdrawals may be granted on a case-by-case basis by visiting a branch or calling 1-888-WSFSBANK.

**9. Limitations on Use.** WSFS reserves the right to require any party honoring your Card to obtain prior approval or authorization for any transaction. We also have the right to withhold your authority to use your Card (i) if we have terminated your Card privileges; (ii) if the proposed transaction would cause a negative balance in your designated account; (iii) in the event you have a Credit Line Agreement with us or other overdraft protection, and the proposed transaction would cause you to exceed the amount of such overdraft protection; or (iv) if you are delinquent on any other credit accounts you may have with WSFS. We may, if you have a consumer Account and have provided consent, honor a transaction which would cause your designated account to be overdrawn, and, if we do, you will be obligated to pay the resulting overdraft and any applicable fees upon our demand. WSFS shall have no responsibility for the refusal of any party, including WSFS, and any ATM provider, to honor or permit usage of your Card in connection with any transaction attempted by you. Visa® prohibits the use of the Card for illegal transactions.

**10. Other Limitations.** For security reasons, there are limits to the total dollar amount of point-of-sale transactions and Account-to-Account (A2A) transactions made with the Business Card each day.

**11. Copies.** You agree that a photographic or photostatic record or duplicate copy of any sales slip, sales draft or other instrument representing Card initiated transactions shall be evidence establishing your liability on such transaction in any legal action between you and us.

**B. Services Provided Through Use of Automated Attendant.** You may perform the following functions through use of Automated Attendant. You may initiate transfers of funds between like owned checking and savings accounts, checking and money market accounts, checking and interest bearing checking accounts, savings and money market accounts, savings and interest bearing checking accounts, and interest bearing checking accounts and money market accounts. You may make balance inquiries on your checking account(s), savings account(s), money market account(s), interest bearing checking account(s), and Personal Lines of Credit. You may change your PIN via the telephone.

**C. Preauthorized Transfer Services.** You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and interest bearing checking accounts.

**D. Services Provided Through Use of Online Banking.** We offer our customers use of our Online Banking service. For more information regarding WSFS Online Banking services, please consult our Online Banking Agreement.

**E. Other Electronic Fund Transfer Services.** We will also process other electronic transactions to your account such as: electronic check conversion, Web initiated transactions with electronic signatures and telephone initiated transactions.

**F. Notice of Rights and Responsibilities.** The use of any electronic fund transfer services described in this disclosure creates certain rights and responsibilities regarding these services as described below.

**G. Documentation Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**H. Charges for Transfers or the Right to Make Transfers.** The Rate and Fee Schedule and Cost Summary are being provided separately and is incorporated into this Agreement by reference. The Personal Deposit Services Cost Summary can be found on the WSFS Bank Web site ([www.wsfsbank.com](http://www.wsfsbank.com)) on each Personal Banking product's page in the Requirements section. Additional copies of the Rate and Fee Schedule and Cost Summary may be obtained from us upon request. Fees relating to Electronic Fund Transfers are listed in our Cost Summary. If there are any changes, we will give you notice at least twenty-one (21) days before the effective date of the change.

**I. Card Liability When Visa® Zero Liability Not Applicable.** Unless the Visa® Zero Liability policy applies (as detailed in your WSFS Debit Card or WSFS Business Debit Card Agreement), you are liable as follows: (i) WSFS business debit card: liable for all transactions; (ii) WSFS consumer debit card: liable per the provisions detailed in this Agreement under the Electronic Fund Transfer Act Disclosure.

**J. WSFS Business Debit Card Error Notification.** In case of errors or questions about your WSFS Business Debit Card or ATM Card:

- Call us at 1-888-WSFSBANK.
- Visit your local WSFS banking office.
- Write to Wilmington Savings Fund Society, FSB, P.O. Box 717, Claymont, DE 19703.
- Use the current contact information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, identify the merchant name, dollar amount and date of transaction and clearly state why you are questioning the charge. We may require that you send us your complaint, question or other supporting documentation within five (5) business days after verbal notification. Investigatory Period. We will determine whether an error occurred within five (5) business days after we receive your correspondence and will correct any error promptly; however, we may take up to forty-five (45) calendar days to complete an investigation into your complaint or question. Results of Investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents that we used in our investigation will be provided upon request. If a notice of error involves an electronic fund transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

## **XIX. ACH AND WIRE TRANSFERS**

**A. ACH Transfers.** If you are a party to an ACH entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (“NACHA”) Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**B. Wire Transfers.** A “Wire Transfer” is the electronic movement of money from one bank account to another. It can be domestic (between two U.S. accounts) or international (between a U.S. and foreign account). You will be solely responsible for the Wire Transfers made and instructions given by you and we may rely and act on those Wire Transfers and instructions without liability to us. We may use any funds transfer system, as we deem appropriate in our sole discretion, to execute the Wire Transfer request. To the full extent of the law, (i) any correspondents, agents, sub-agents and systems used for Wire Transfers will be deemed to be agents of you and you will be liable for any errors, negligence, suspension or default of any of them for any failure to identify the beneficiary or any erroneous or non-payment by any of them, and (ii) you will be liable for any errors, mutilations, delays, erroneous or non-delivery or failure in the transmission of any Wire Transfer or for any suspension of any means of communications or for any imposition of any censorship, exchange control or other restriction. Bank will not have any liability for the foregoing.

**1. Reliance on Identifying Numbers.** You are responsible for providing accurate and complete information in Wire Transfer requests. We are not responsible for detecting any errors in any Wire Transfer requests. We may rely solely on identifying account number or bank identification numbers (such as a bank transit routing number, SWIFT BIC or CHIPS UID Code), rather than names when executing a Wire Transfer request. Likewise, a beneficiary bank or receiving bank may execute a Wire Transfer solely based on an identifying bank number or account number even if such number identifies a different person or entity from the named beneficiary or receiver. We will have no responsibility to detect any inconsistency between the name and number contained in a Wire Transfer Request. Accordingly, your obligation to pay the Wire Transfer is not excused in such circumstances and you shall indemnify and hold us harmless from and against any loss, liability, expense or damage you or any beneficiary or receiver may incur because of such inconsistency, including, without limitation, attorney’s fees and litigation expenses.

**2. Conflicting Instructions.** When you submit a Wire Transfer request to us, such Wire Transfer requests will be deemed to be received from you and fully authorized by you. If conflicting Wire Transfer request, instructions or notices are provided to us relating to the relationship or any item or amount received by us we may, at our option, refuse to comply with any claims, instructions, Wire Transfer requests or demands on us, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, we will not be or become liable to any person for its failure or refusal to act. We will be entitled to refrain

from acting until (a) the rights of all parties have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences have been adjusted and all doubt resolved by agreement among all of the interested parties. Our rights under this section are cumulative of all other rights which we may have by law or otherwise.

**3. International Fees.** We reserve the right to send Wire Transfer payments in whatever manner we deem most efficient to you and beneficiary. Receiving bank or beneficiary bank may pay in a currency other than what was instructed by us. You will comply with all local currency restrictions and other local law governing the transaction. For U.S. dollars transaction, which are to be transferred and converted outside of the United States, the foreign correspondent's agents or sub-agents buying rate of exchange for U.S. dollars at the time of conversion will be used for the conversion. If for any reason payment is not sent to the beneficiary or receiver, we will not be liable for any sum in excess of the current market value in the United States of respective foreign currency at the time the refund is made to the account. Furthermore, we will not be required to make any refund whatsoever until we have received confirmation from our correspondent that payment is cancelled and the relevant funds have been returned to us. You acknowledge that it is an accepted practice for foreign correspondent banks to charge transaction fees in addition to those charged by us, to deduct such fees from amounts remitted through them, and to make payment net of such fees. We will not be liable for the consequences of such deductions. You will assume all foreign transfer and exchange risks, including without limitation fluctuations in value, local currency restrictions and temporary or permanent inability to perform exchanges.

**4. Acceptance and Execution of Wire Transfer Request by Us.** Your Wire Transfer request is considered accepted by us when we execute it. You acknowledge that we maintain processing deadlines for accepting Wire Transfer requests on business days. If your request is received prior to the deadline on a business day, it will be executed by us the same day. If your request is received after the processing deadline, it will be executed on the next business day. Wire Transfer deadlines are subject to change from time to time at our sole discretion.

**5. Our Right to Reject.** We have a right to reject your Wire Transfer request for the following reasons: (i) insufficient funds or insufficient collected funds in the account(s) specified in the request; (ii) we have not been paid our fees for the Wire Transfer; (iii) the request is incomplete or unclear; (iv) the recipient of the Wire Transfer may be subject to OFAC sanctions; (v) we suspect fraud or unauthorized activity; (vi) Our inability to execute the Wire Transfer for the reasons set forth in Section XX(B)(8) below; (vii) for any other good faith reason in our reasonable business judgment; or (viii) the account is restricted for any reason. We will notify you if we reject your Wire Transfer request.

**6. Cancellation of Wire Transfer Request.** For Consumer Accounts only: you can cancel an international Wire Transfer for a full refund within 30 minutes of payment, unless the funds have been picked up or deposited. Domestic Wire Transfers cannot be cancelled. However, we may in our discretion use reasonable efforts to act on any cancellation request before we process the Wire Transfer, but will not be liable if such cancellation is not completed.

**7. Discrepancies and Errors.** All Wire Transfers will be reflected on your account statement. You should review each statement or other such notice for any discrepancies in connection with Wire Transfers. You have the right to dispute errors in any Wire Transfer.

- a. International Wire Transfers. For all Wire Transfers being sent to a country outside the United States, contact us within 180 days at (302) 792-6000 to report an error. If you do not contact us within 180 days, you may lose the right to dispute an error. You can also contact us for a written explanation of rights by sending a request to: WSFS Bank, Attention: Wire Services, 409 Silverside Road, Suite 100, Wilmington, DE 19809.
- b. Domestic Wire Transfers. For all Wire Transfers sent within the United States, contact us within 30 days at (302) 792-6000 to report an error. If you do not contact us within 30 days, you may lose the right to dispute an error. You can also contact us for a written explanation of rights by sending a request to: WSFS Bank, Attention: Wire Services, 409 Silverside Road, Suite 100, Wilmington, DE 19809.

If you notify us within the above time period of an error that is determined to be our sole fault, we will provide you the following: a refund of the amount of the Wire Transfer request, plus interest (only if the account is interest bearing) on the refundable amount calculated from the date we sent payment to the date of the refund. Interest will be calculated at the current interest rate for the affected account. If we have received payment from you with respect to Wire Transfer issued in the name of you as sender and accepted by us, and you received notification reasonably identifying the Wire Transfer, you are precluded from asserting that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year after our notification was sent to you.

**8. Liability and Responsibility of WSFS.** Our duties and responsibilities are limited as set forth in this Section XX, and as required by any applicable laws, rules or regulations.

- a. Indemnity. You agree to indemnify and hold us harmless against any claim by a third party arising from or in connection with the services provided under Section XX(B).
- b. Delays and Mistakes. We shall have the right to delay execution of a Wire Transfer request pending completion of security measures. If we are unable to authenticate the Wire Transfer request to our satisfaction, we may refuse, in our sole discretion, to execute the Wire Transfer request. We shall not be liable for any delay or failure to execute a request due to the inability to verify the authenticity of the request. We shall not have any liability for delays or mistakes provided we act in good faith and with reasonable care. You and WSFS also agree that material compliance by us with our obligations pursuant to this Section XX(B) constitutes acting in good faith and with reasonable care. We shall not be responsible for delays or mistakes caused by others through whom we transmit funds whether selected by you or us.

We may notify you of a rejection of a Wire Transfer request by telephone, e-mail or written notice. If we do not promptly notify you of a rejection of a request, we will pay interest on the amount of the request for the number of days elapsing after

the request date and the date you learn of the rejection (including the day you are notified). If the withdrawable credit balance in your account falls below the amount of the request, the amount of interest payable will be reduced accordingly. Interest will be calculated at the current interest rate for interest bearing accounts. If the account is not interest bearing, interest will be calculated at the rate provided by the Federal Reserve Board's interest on Reserve Balances rate.

**c. WSFS Liability and Disclaimer. The Wire Transfers are provided "AS-IS."**

**We make no warranties of any kind for the Wire Transfers or guarantees that the Wire Transfers will meet certain standards. This includes both express warranties and implied warranties, including implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Wire Transfers will be uninterrupted or error free, or that defects will be corrected. We do not warrant that the Wire Transfers are free of viruses, malware, or other harmful components. We also do not warrant the timeliness, accuracy, reliability, or completeness of the Wire Transfers or any related communications.**

Without limitation, we will not be liable to you for any loss, claim, injury, or damage in connection with: (1) this Section XX, (2) your use of the Wire Transfers or inability to use the Wire Transfers, (3) any problems with any communications, (4) any loss or damage incurred by any unauthorized interception of the communications, (5) the actions or inactions of any third parties. This limitation on our liability applies, even if we are aware of the possibility that any events described in (1) through (5) could occur.

In no event will we be liable to you for any incidental, consequential, special, indirect, or punitive damages. This limitation of liability applies, whether you base an action against us on the contract, a warranty, a tort (such as claim of negligence, recklessness, or intentional act), or any other theory. This limitation of liability applies even if we know about the possibility of such damages. Therefore, by way of example, we will not be liable to you for lost data, lost profits or goodwill, investment losses, finance charges, lost opportunities, cost of obtaining substitute payment orders, or other economic damages. The laws of some states may prohibit the limitation of liability for consequential damages, or incidental damages, or other kinds of damages. In those states, to the extent their laws apply, the limitation of liability with respect to such damages may not apply to you.

We do not have to honor, in whole or in part, any transaction that: (1) does not comply with this Section XX; (2) we have reason to believe may not be authorized by you or any other person you have authorized to use or access account(s); (3) involves funds or account(s) subject to a hold, dispute, restriction, or legal process; (4) we believe would violate any guidelines or advice of a regulatory authority; (5) we believe would violate any applicable law; (6) does not comply with any other requirement of our policies, procedures, or practices; or (7) we have other reasonable cause not to honor.



**We will use reasonable efforts to make all Wire Transfers in accordance with your instructions. However, we will not be liable if we are unable to complete any Wire Transfers because:**

- **The Account does not contain sufficient funds to complete the Wire Transfer;**
- **The Account is subject to legal process or restricted in any manner by us;**
- **The Wire Transfer is cancelled;**
- **We were provided with inaccurate information in the Wire Transfer;**
- **Of circumstances beyond our control (such as fire, flood, network or system down time, issues with other financial institution(s), or interference from an outside force) that prevent the proper execution of the Wire Transfer and we have taken reasonable precautions to avoid those circumstances; and/or**
- **The action would have resulted in WSFS having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in WSFS otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any governmental authority or applicable clearing house.**

**We will only be liable for our gross negligence or failure to act in good faith in performing any Wire Transfers pursuant to this Section XX, and will not be liable to any third party for any act or omission of you or any third party. No inaction on the part of us constitutes a waiver by us of any cause of action or defense to recovery under any applicable law. The maximum period of time for which we will be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous or other Wire Transfer is thirty (30) days.**

**9. Your Liability.** You are responsible for all Wire Transfers submitted in compliance with any security procedures we require, regardless of whether the transactions were authorized. For Wire Transfers that are subject to Article 4A of the Uniform Commercial Code, we are only liable for damages required to be paid under that law. You will report an unauthorized transaction to us within a reasonable time, not to exceed thirty (30) days, from the day we deliver the account statement on which an unauthorized transaction or error appears. Failure to report an unauthorized transaction or error within the 30-day period will conclusively mean the transaction is authorized and not erroneous. You agree that we will not be liable for any losses resulting from your failure to give such notice or any loss of interest with respect to a Wire Transfer shown on such periodic statement. You shall be liable for any loss or damages resulting from your breach of this Section XX or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by you or your legal representative. Such liability includes, but is not limited to, instances when a current or former legal representative affects one or more Wire Transfers to your detriment.

**10. Governing Law.** As applicable, this Section XX(B) is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B and Regulation E, 12 CFR Part 1005, Subpart B, including appendices, as well as the Delaware Uniform Commercial Code Article 4A. Terms used but not defined in this Section XX(B) shall have the same meanings as defined in the Delaware Uniform Commercial Code Article 4A. This Section XX(B) is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the District in which Bank is located and any other applicable provisions of federal or state law. To the extent that Regulation J, Regulation E and/or their appendices do not apply, this Agreement is governed by the laws of the State of Delaware.

**C. Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**D. Notice of Receipt.** We will not provide you with a notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**E. Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by federal law and the laws of the state of Delaware where applicable.

## **XX. SUBSTITUTE CHECKS AND YOUR RIGHTS**

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

### **A. What is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

### **B. What Are My Rights Regarding Substitute Checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example,

if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim, and the remainder of your refund (plus interest if your account earns interest) no later than forty-five (45) calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **C. How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss related to a substitute check that you received and that was posted to your account, please contact us at WSFS Bank, P.O. Box 1889, Wilmington, DE 19899. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, amount of check, date written, payee.

## **XXI. REPORTING LOST OR STOLEN CARDS OR PERSONAL IDENTIFICATION NUMBERS**

To report your Card lost or stolen, or if your personal identification number has been compromised:

- Call us at 1-888-WSFSBANK.
- Visit your local WSFS banking office.
- Write to Wilmington Savings Fund Society, FSB, P.O. Box 717, Claymont, DE 19703.
- Use the current contact information on your most recent account statement.

## **XXII. SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE**

Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well lit. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## **XXIII. SINGLE PARTY ACCOUNTS**

A Single Party Account is an account in the name of one consumer depositor only. Only that person may write checks against the Account or withdraw money.

## **XXIV. MULTIPLE-PARTY ACCOUNTS**

This section pertains to multiple-party accounts. You acknowledge that if your account is set up as a Joint, P.O.D., Beneficiary, Formal Trust, Uniform Transfer to Minor, Agency, Business, Fiduciary, Attorney Client Trust, Real Estate Broker Client Trust, or Government/Municipal/Public Funds Account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**A. Joint Account Ownership.** An account with two or more Account Holders is a Joint Account. Joint Account Holders will be considered joint tenants with right of survivorship. Upon the death of one of the Joint Account Holders, that person's ownership interest in the Account will immediately pass to the other Joint Account Holder(s). Each Joint Account Holder, without the consent of any other Account Holder, may, and hereby is, authorized by every other Joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether those funds are those of one or more Account Holders or of a

third party; to endorse and deposit checks and other items payable to any Joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account. Each Joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any Joint Account Holder. To add or remove a Joint Account Holder, all Joint Account Holders must consent. If we believe there to be a dispute between Joint Account Holders, or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all Joint Account Holders agree in writing to any transaction concerning the account. Your obligations under the Agreement are joint and several. This means that each Joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which Joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other Joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other Joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

**B. P.O.D. Account or Accounts with Beneficiaries.** A Payable on Death (P.O.D.)

Account or an Account with listed beneficiaries is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) or beneficiaries under the Account. When the Account Holder dies (or if a Joint Account, when all Account Holders die), the Account is owned by the P.O.D. payee(s) or beneficiaries. If the P.O.D./Beneficiary Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee or beneficiary, the respective interest of each shall be deemed to be in equal shares unless otherwise stated in our Account records and as allowed by applicable state law. If there is no surviving P.O.D. payee or beneficiary upon the death of the last owner, state law will determine ownership of the funds in the Account.

**C. Formal Trust Account.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account or any other form required by us to open or change the account. We act only as a depository of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

**D. Uniform Transfer to Minors.** If you have established an account as a custodian for a minor beneficiary under a state's version of the Uniform Transfers to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

**E. Business Accounts.** If the Account is not owned by a natural person (a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account owner must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account owner. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account owner. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a disagreement arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or disagreement is resolved to our satisfaction, and we will not be liable for dishonored items as a result of such hold.

**F. Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act (UTMA), we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy us that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. In addition, we shall be permitted to impose restrictions on such accounts to assure compliance with any court order or requirement.

**G. Attorney Client Trust.** Subject to applicable law, an Attorney Client Trust or Interest on Lawyer's Trust Account (IOLTA) is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as a depository of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify, defend and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals

in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA will be remitted to the designated organization, pursuant to your instructions and at your request. IOLTA are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

**H. Real Estate Broker Client Trust Accounts.** Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as a depository of the funds. We are under no such obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

**I. Government/Municipal/Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

## **XXV. ASSIGNABILITY**

Any account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

## **XXVI. POWER OF ATTORNEY**

The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause.

## **XXVII. ACCOUNT INFORMATION AND CONSUMER REPORTING AGENCIES**

If we close your account because of your unsatisfactory handling, we generally report to consumer reporting agencies, your name, address, taxpayer identification number (TIN), driver's license number and the date and reason we closed the account. The consumer reporting agency may supply this information to others. This may adversely impact your ability to establish an account at any financial institution for up to five years from the date of the report.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults (including overdrafts) on your account may be reflected in your credit report.

## **XXVIII. DISCLOSING INFORMATION ABOUT YOU AND YOUR ACCOUNT**

This section applies to both business and personal accounts. We may disclose information about your accounts to consumer reporting agencies and other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information.

For example, subject to any applicable financial privacy laws or regulations, we may provide information on you and your accounts:

- To consumer reporting agencies.
- To anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or consumer reporting agency.
- In response to any subpoena, summons, court or administrative order, or other legal process that we believe requires our compliance.
- In connection with collection of indebtedness or to report losses incurred by us.

For personal accounts, the terms of the Consumer Privacy Notice govern in the event of a conflict between the terms of this section and the terms of our Privacy Notice.

## **XXIX. ACCOUNT TERMINATION**

You and we agree that either of us may close your Account(s) and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than if your Account has a \$0 balance for 45 consecutive days, abuse of the Account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an Account will be closed and this Agreement terminated. You agree that in instances of Account abuse, or to prevent a loss, notice is reasonably given by us if mailed immediately upon Account closure. We will close your account if it has a \$0 balance for 45 consecutive days. You may close any of your Accounts by notifying us in writing, visiting a branch, or calling 1-888-WSFSBANK. When an interest bearing Account is closed, there may be accrued interest that has not been credited to the Account. In



that case, 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: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or 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 agree to hold us harmless for refusing to honor any check drawn on a closed Account. The termination of this Agreement and closing of an Account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an Account closed, any fees assessed by us in the process of closing an Account, or from your responsibility to maintain sufficient funds in an Account to cover any outstanding checks or other debit items.

### **XXX. NOTICES**

The following terms apply to notices relating to your Account.

**A. Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to where your statements are received. Only one notice will be given in the case of joint Account owners. You promise to inform us promptly in writing of any change in your address; however, we reserve the right to accept address corrections received from the United States Postal Service and to discontinue the printing of statements when a valid address is unavailable.

**B. Account Changes.** Any Account owner or person authorized to sign on an Account is required to notify us in writing if any Account owner or other person authorized to sign on an Account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

### **XXXI. TELEPHONE CALLS: CALL MONITORING AND RECORDING**

When you provide a telephone number directly to us, place a telephone call to us, or we obtain a number by other means, you authorize us to place calls to you at that number. You agree that we have your consent to contact you at any email or mailing address you provide for any account. Your consent allows the Bank and companies working on our behalf to service your account, to use any means to contact you including: automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages, push notifications, and calls to your cell phone, or any other data or voice transmission technology. You are responsible for any service provider charges you may incur as a result of us contacting you by any means, whether such charges are related to text, data, equipment or other plans. As examples, we may place calls to you about fraud

alerts, deposit holds, and amounts you owe us (collection calls) on your account. You authorize us to monitor, and to record, telephone conversations and other electronic conversations you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We may not remind you that we might monitor or record a call at the outset of the call unless required by law to do so. You consent and agree in advance to these terms and conditions. You will promptly notify us if you change any contact information, including your name, mailing address, e-mail addresses, or phone numbers. If you have a joint Account, a notice to one of you will serve as a notice to both of you.

## **XXXII. INACTIVE ACCOUNTS**

Generally, checking accounts are considered inactive if no customer initiated activity occurs for a period of 3 months. Generally, savings or money market accounts are considered inactive if no customer initiated activity occurs for a period of 12 months. Inactivity for CDs is determined by the state laws governing this type of account. Some exceptions may exist related to when your account becomes inactive, but for those exceptions, the timeframes for customer initiated activity will not be less than the timeframes disclosed here. Examples of common customer initiated activity include:

- Deposits, withdrawals, ATM/debit card transactions, checks paid, ACH debits/credits and transfers
- Name, address and phone number changes
- Taxpayer Identification Number (TIN) changes
- Change in the term of a CD
- Check payment for CD interest

Subject to applicable law, we may charge an inactive fee on the account as detailed in the Cost Summary.

## **XXXIII. DORMANT ACCOUNTS**

Generally checking, savings and money market accounts are considered dormant when no customer initiated activity occurs for a period of 24 months after the account becomes inactive. Dormancy for CDs and IRAs is determined by the state laws governing these types of accounts. Some exceptions may exist related to when your account becomes dormant, but for those exceptions, the timeframes for customer initiated activity will not be less than the timeframes disclosed here. Examples of common customer initiated activity include:

- Deposits, withdrawals, ATM/debit card transactions, checks paid, ACH debits, credits and transfers
- Name, address and phone number changes
- Taxpayer Identification Number (TIN) changes
- Change in the term of a CD

- Check payment for CD interest
- One of the above referenced activities occurring on a like owned WSFS deposit account.

Subject to applicable law, we may charge a dormant account fee on the Account as detailed in the Cost Summary, and the Account will be presumed to be abandoned. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

#### **XXIV. ESCHEATMENT**

If your account remains dormant and is unclaimed by you for the period required under the state laws governing your account, we are required by that law to remit the funds to the state (escheat). We may charge a fee for completing the escheatment process. When the funds in your account are delivered to the state, your account is closed, and no interest accrues. To recover funds delivered to the state, you must file a claim with the state.

#### **XXXV. RETURNED/UNCLAIMED MAIL OR ACCOUNT INFORMATION**

Unless otherwise prohibited by the laws governing your account, this subsection applies if one or more account related mailings are returned, or in the case of online statement email notifications, the email notice is returned undeliverable. We may discontinue sending account related information to you until you provide a valid postal or electronic address to us. Additionally, we may:

- Destroy account related information that is sent to you and returned to us as undeliverable.
- Hold the account related information for your account for you to pick up. If we hold account related information for you to pick up and it remains unclaimed for 60 days, we may send the account related information to the address reflected in our records for your account or destroy it.

#### **XXXVI. FINANCIAL INSTITUTION LIABILITY**

You agree that if we do not properly complete a transaction according to the Agreement we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction or if the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process. We reserve the right to make corrections to accounts as soon as errors are identified.

## **XXXVII. RIGHT OF SETOFF/SECURITY INTEREST**

Subject to applicable law, we may exercise our right of setoff or security interest, at any time, against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts, and accounts for which you are not the owner of the funds) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. In addition, you grant to us a security interest in your deposit account(s) to secure any debt you may owe us in any non-consumer transaction.

## **XXXVIII. CLAIMS BETWEEN YOU AND US (ARBITRATION PROVISION)**

**READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (A) BELOW, IT WILL BE PART OF THIS AGREEMENT AND HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM THAT YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE. FOR EXAMPLE, IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF LEGAL DISPUTES BETWEEN YOU AND US REGARDING THE ACCOUNT, AS SET FORTH BELOW, AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.**

(a) Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by sending us a written rejection notice which gives your name(s) and account number(s), and contains a statement that you (both or all of you, if more than one) reject the Arbitration Provision in the agreement governing your account(s). The rejection notice must be sent to us by certified mail, return receipt requested, at WSFS Bank, Marketing Department, 1818 Market Street, 22nd Floor, Philadelphia, PA 19103, Attn: Arbitration Rejection. Upon receipt of a rejection notice, we will credit your account for the standard cost of a certified letter. A rejection notice is only effective if it is signed by you (both or all of you, if more than one) and if we receive it within thirty (30) days after the day (i) you open your account or (ii) you become a WSFS Bank customer (such as when you become a WSFS Bank customer through a branch purchase or merger of your prior bank into WSFS Bank). (b) Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (1) the terms "we," "us" and "our" include: (i) Wilmington Savings Fund Society, FSB ("WSFS Bank"); its parents, subsidiaries and affiliates; their successors; and the employees, officers, directors and controlling persons of all such companies and banks (the "Bank Parties"); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company in connection with a Claim you assert

against any Bank Party; and (2) the terms “you” and “your” include: each depositor and each heir, successor, representative and beneficiary (including a pay-on-death or similar beneficiary) of a depositor; and (3) the term “account” includes the account established by this Agreement and any updated or substitute account for the same account holders regardless of the execution of a new or substitute signature card for the account. (c) Covered Claims: Solely as used in this Arbitration Provision: “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your account, the Disclosures, any prior deposit agreement or account, any ATM Card, debit card, check card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, Automated Clearing House (“ACH”) or otherwise), overdraft protection plan, overdraft policy, overdraft line of credit or overdraft transfer agreement, non-sufficient funds and overdraft items, and the advertising, disclosures, practices, procedures and agreements related to the foregoing. “Claim” includes disputes arising from actions or omissions prior to the date of this Agreement (or prior to the time this Arbitration Provision becomes part of this Agreement). “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief); however, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g), captioned “Prohibition Against Certain Proceedings” (the “Class Action Waiver”), the final sentence in subparagraph (m), captioned “Severability,” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term “Claim” includes any dispute about the validity or enforceability of this Agreement as a whole. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending. (d) Arbitration Procedures: Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this Arbitration Provision. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to WSFS Bank, 500 Delaware Avenue, Wilmington, DE 19801, Attn: General Counsel, and our notice must be sent to the address for you in our files. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator’s rules and

procedures. We will not demand to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration. (e) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator or arbitrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator; however, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would allow or require any dishonor of the Class Action Waiver. (f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: YOU WILL NOT HAVE THE RIGHT TO PURSUE A CLAIM SUBJECT TO ARBITRATION IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. (g) Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE- PARTY ARBITRATION OR TO GRANT ANY RELIEF THAT APPLIES TO ANY PERSON OTHER THAN YOU AND US INDIVIDUALLY. This Class Action Waiver does not limit the right of a state or federal authority to pursue a lawsuit against us, even if the lawsuit seeks relief on behalf of you and other customers; we will not have the right to compel arbitration of any such claim. (h) Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. At your written request, we will pay all filing, hearing and/or other fees charged by the Administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) In addition, the Administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we

are required to pay by law or the Administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the Administrator's rules or applicable law; however, with respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. (i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law provided that Delaware law shall be applicable to the extent that any state law is relevant in determining the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator must apply applicable substantive law consistent with the FAA and the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may award any remedy provided by the substantive law that would apply if an individual action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts), injunctive, equitable and declaratory relief. The arbitrator only has authority to award relief in your or our favor (and not in favor of any other person) and only to the extent necessary to provide relief warranted by your or our individual claim (and not any kind of broader or class-wide relief). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award. (j) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules. The arbitrator shall have discretion to grant or deny that request. (k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA; however, if the amount of the Claim exceeds \$50,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Unless the parties agree otherwise, and to the extent feasible, the appeal will be conducted pursuant to or modeled after the JAMS Optional Appeal Procedure, available at <https://www.jamsadr.com/appeal/>. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (h) above captioned "Location and Costs of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. (l) Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent

with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern. (m) Severability: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (A) if in connection with any Claim a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void provided that the determination concerning the Class Action Waiver shall be subject to appeal, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated. (n) Notice and Cure; Special Payment: Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (1) state your name, address and account number; (2) be signed by you; (3) describe the basis of your Claim and the amount you would accept to resolve the Claim; (4) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (5) be sent to us by certified mail, return receipt requested, at WSFS Bank, Legal Department, 500 Delaware Avenue, Wilmington, DE 19801, Attn: Dispute Claim Notice. This is the only method by which you can submit a Dispute Claim Notice. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Dispute Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated. (o) Amendment; Waiver; Etc. Notwithstanding any language in this Agreement to the contrary, we will not attempt to apply any amendment to this Arbitration Provision without your written consent if and to the extent that the amendment would affect the litigation or arbitration of any Claim that has been the subject of a prior Claim Notice; however, this will not limit our power to waive any right we would otherwise have, nor our power to afford you any additional right with respect to this Arbitration Provision.



## **XXXIX. LEGAL PROCESS CLAIMS**

In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Legal Process Claim(s)"), we have the right to place a hold on, remove from your Account(s) and/or remit to the designated third party(ies) any amount on deposit in your Account(s) as set forth in and required by such Legal Process Claim(s). If the Account(s) is/are held jointly, we may place the hold, remove from the Account(s) and/or remit the amounts from the Account(s) arising from any Legal Process Claim(s) relating to any one or more of you. In addition, we may charge against your Account(s) any fee authorized by law in connection with the Legal Process Claim(s) or as otherwise set forth in the Cost Summary.

## **XL. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state of Delaware. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

## **XLI. MISCELLANEOUS PROVISIONS**

- A.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account for any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so.
- B.** You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.
- C.** If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.
- D.** You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, successors, or assigns (as the case may be), who shall be liable for any claims made against and expenses incurred by us.

**E.** If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

**F.** Your account is also governed by the terms and conditions of other applicable agreements between you and us.

**G.** If we suspect fraudulent activity with respect to your Account, we may immediately freeze and/or close your account and then provide you with notice.

## **XLII. DISCLAIMER FOR THIRD PARTY PRODUCTS AND SERVICES**

Customers who open deposit accounts through WSFS Bank's Online Channel may fund these accounts at account opening using either a credit card or alternate third-party payment processor. The WSFS Bank website may refer to products and services from various independent third parties. The WSFS Bank website may also contain links to websites operated by parties other than WSFS Bank. WSFS Bank provides these references and links for your reference and convenience only; however, WSFS Bank does not imply any endorsement, recommendation, or guarantee of such, including third party websites and content, or any association with such third parties. WSFS Bank has no authority or control over, and is not responsible for, the operation, performance, availability, content, or other aspects of any third party products and services or websites. WSFS Bank is not liable for any failure of products or services advertised on third party websites. Be advised that third party websites may also provide less security than WSFS Bank's website ([www.wsfsbank.com](http://www.wsfsbank.com)).

## **XLIII. UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED**

You certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq. (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

## **XLIV. SYSTEMS AND SOFTWARE**

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.





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