

Governance, Risk & Compliance

Release Notes

ComplianceOne® Solution

Governance, Risk & Compliance

ComplianceOne® Solution Release Notes

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Welcome

ComplianceOne eases the management of your loan and account transactions and data. As a single, integrated solution, ComplianceOne provides a seamless transition from your administrative functions and line-of-business documentation directly to one database. Plus, you have up-to-date industry-leading Bankers Systems compliance content embedded.

August Update to Release Notes

The release note for the FNMA Transmittal Summary (VMP25N) has been updated and a correction made to the effective date. Please visit [FNMA Transmittal Summary \(VMP25N\)](#) (within this document) for more details.

Product Download Site

As requested by customers, we have migrated to a new Product Download Site that will house a single location for all your products! The 2019.2 ComplianceOne release is now available, and any future postings will only be delivered on this new Site. To gain access to the new Product Download Site, please reach out to your institution's assigned administrator and they will be able to grant you access. An email will be sent to the administrator when the product is available for download.

Release Notes

This Release Notes document provides information about what's new or changed for this ComplianceOne Solution release. You can find the most recent version of the Release Notes on the Solutions Support web site at <http://www.WoltersKluwerFS.com/Support/>.

Refreshing Templates

Important

Some of the changes in this release might require you to update your templates to incorporate these latest changes. Please keep your templates in mind as you read these release notes.

System Requirement Changes

Microsoft SQL Server 2008 and Windows Server 2008

Microsoft's SQL Server 2008 Database will be End of Life on July 9, 2019 and Microsoft's Windows Server 2008 (W2K8) Operating System will be End of Life on January 14, 2020. Microsoft will no longer provide security updates or bug fixes for this software after the End of Life date(s). As a result, Wolters Kluwer is moving forward with plans to end operational support for ComplianceOne lending and ComplianceOne deposit running on Microsoft's SQL Server 2008 Database and Microsoft's Windows Server 2008 Operating System.

Wolters Kluwer's support schedule is as follows:

- The 2019.2 release: this will be our last release that will support Microsoft SQL Server 2008.
- As of the 2019.3 release, you will no longer be able to install on Microsoft SQL Server 2008 versions.
- The 2019.4 release at the end of this year will be our last release that will support Microsoft Windows Server 2008.

ComplianceOne has been certified to support:

- Microsoft SQL Server 2012
- Microsoft SQL Server 2014
- Microsoft SQL Server 2016

It is recommended to upgrade your environments to a supported version by July 9, 2019.

ComplianceOne has been certified to support:

- Microsoft Window Server 2012 Standard or Enterprise
- Microsoft Windows Server 2016

It is recommended to upgrade your environments to Microsoft Windows Server 2012 or Microsoft Windows Server 2016 by the end of 2019.

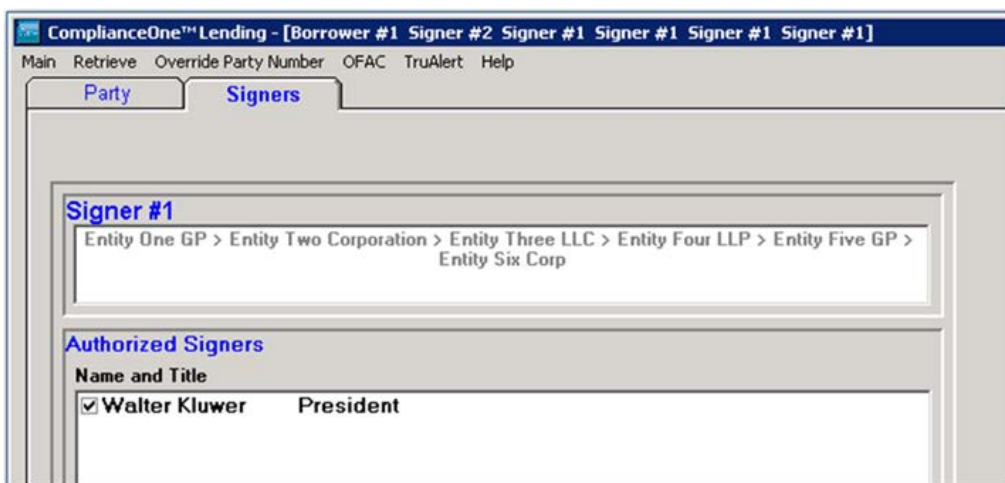
Lending-Only Program Changes

Consumer Credit Report Notice – NY

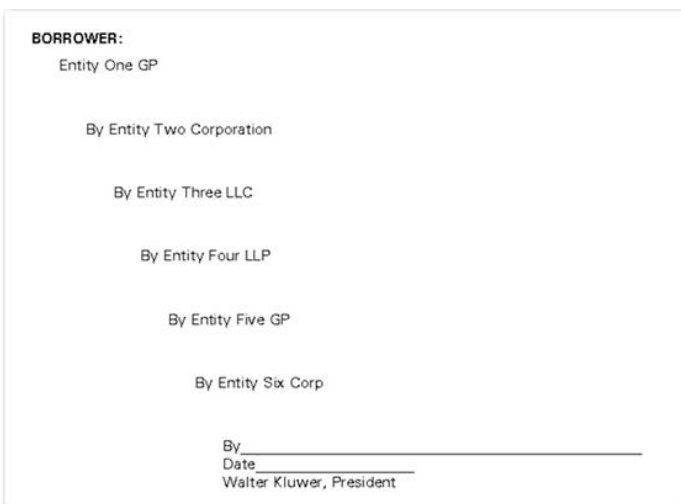
Previously, users would receive a DDS error when attempting to preview or print the Consumer Credit Report Notice - NY for transactions with a Loan Status other than Approved or Approved Pending Review. This has been resolved so the error no longer occurs.

Signers Tab — Nested Entities

The number of nested entity layers that are supported in the program has been increased with 4 additional layers. Previously, the program only allowed for 2 levels of nested entities. The Signer for the 6th entity is required to be an individual and the system will only allow an individual party type at this level. In addition, the view of the levels of entities above the Authorized Signers information on the Signers tab has been modified. The entity names are now separated by a '>':



The signature area of affected documents will now appear similar to the following when all 6 levels of nested entities are added:



As with previous releases, the following entity types are not supported for nesting:

- Other

- Estate
- Financial Institution
- Domestic Government Unit
- Foreign Government Unit

Also existing are the limitations of the static documents with regard to nested entities. The static documents have limited space and may not have room for most nested entity signature structures. Please review any static documents and make edits as necessary. We would recommend using the dynamic Authorization instead of the static Authorizations when documenting Nested Entity transactions.

Multi-State Lending Document Changes

[Assignment Of Real Estate Security Instrument \(VMP995XX\) \(DC, GA, WA, WV\)](#)

The Deed of Trust Assignment Of Real Estate Security Instrument has been updated to closer match our static version of the document. This update has corrected some instances where the trustee signature, if applicable, did not contain a notary.

[FNMA Transmittal Summary \(VMP25N\)](#)

The FNMA Transmittal Summary (VMP25N) has been updated to match the model form. Fannie Mae and Freddie Mac issued a new version of the joint Fannie Mae/Freddie Mac Uniform Instrument Form 1008/1077, Uniform Underwriting and Transmittal Summary, which involved significant layout changes.

Fannie Mae and Freddie Mac indicate the new version of the form may be used immediately but must be used starting on February 1, 2020.

The form has changed from a legal-size document to a letter-size document.

Note

Please review your SDC as any documents that are already in the pipeline will need to be updated.

[Promissory Note](#)

[Promissory Note And Security Agreement](#)

[Promissory Note, Security Agreement And Truth In Lending](#)

[Debt Modification Agreement](#)

[Debt Modification Agreement Consume](#)

[Promissory Note Rider](#)

The documents have been updated for a two-phase loan with a variable rate second phase to more clearly indicate that the variable rate applies at the end of the first phase. In addition, in the Variable Rate paragraph, language changes have been made in both the Index subparagraph and the Calculation of Change subparagraph.

Multi-State Deposit Document Changes

Multiple States

MPMP-LAZ-XX (Signature Card Multipurpose Multiparty)

MPMPLZCU-XX (Signature Card Multipurpose Multiparty Credit Union)

TC-XX (Terms and Conditions)

TC-CU-XX (Terms and Conditions Credit Union) (NV, RI)

The states of Nevada (NRS 111.783, et seq.) and Rhode Island (R.I. Gen. Laws Sec. 19-9-14.1) have adopted the UPC6 naming convention and definitions for accounts in 2011 and 2008, respectively. We are revising our Signature Cards and Terms and Conditions accordingly. Also, general improvements and other revisions have been made to the Terms and Conditions as part of the Fall 2018 updates. These include:

- The "Liability" section, one sentence has been revised to clarify that, if there is an account shortage that is the result of a change to (or overdraft from) your account, any amounts deposited into your account can be applied against the shortage
- The "Withdrawals" section has been revised to remove the example of how a temporary debit authorization hold operates, and to revise the paragraph describing "A Temporary Debit Authorization Hold Affects your Account Balance" for more clarity
- The "Overdrafts" section, a sentence has been revised to clarify that we can change our practice of paying discretionary overdrafts
- The "Setoff" section we have removed the clause regarding the Military Lending Act following a Department of Defense Interpretive Rule dated August 26, 2016, which clarified that the right of setoff is not prohibited by the Military Lending Act or its implementing regulations
- The "Monitoring and Recording Telephone Calls and consent to Receive Communications" has been revised to provide minor clarifications in language and remove a statement regarding telemarketing purposes

In addition, on the Multipurpose Multiparty (MPMP) signature cards, the titles in the headers to the information collection areas have been updated. What was previously referred to as Owner/Signer Information, will now be referred to as Individual Information. This change has been made to reflect requests from institutions to collect information on a party or parties that may not be an owner or a signer. For example, one strategy to help combat elder abuse is to have a "trusted advisor" assigned to an account and such a person might not be an owner or a signer.

Safe Deposit Box Lease (SDBL-XX)

With the last revision of these forms, the system was changed to print the Birth Date and Taxpayer Identification Number for only the first depositor under the Important Account Opening Information section. With this release, the system has been updated so that the Birth Date and Taxpayer Identification Number for the first two depositors again prints to the form in this section.

Terms & Conditions Disclosure (All States except Maine, Nevada & Rhode Island)

The following updates to the Terms and Conditions have been driven by two factors.

First, are the updates that have been requested by our financial institution customers.

Second, is to limit the updates to items that we believe do not require financial institutions to send a change notice to their existing accountholders. An electronic version of a change notice (form DAHE-CN or DAHE-CU-CN) has been created and can be downloaded free-of-charge if an institution wants to send a notice to its existing accountholders.

Debit Authorization Holds

The two paragraphs that described an example as part of the “A Temporary Debit Authorization Hold Affects Your Account Balance” subsection have been removed. This subsection is part of the “Withdrawals” section.

Note

This update has been made because some financial institutions have expressed a concern that the language in the example does not reflect their institution’s policy. Even though the intent of the example was merely to help educate accountholders about the effect a debit authorization hold could have on their account, we fully understand and appreciate the concern that these institutions have expressed. Because the e-form versions of our Terms & Conditions are static forms and do not have fill-in-the-blank prompts, designing content flexible enough to reflect all possible variations used by financial institutions would result in a very cumbersome solution. As a result, we have chosen to simply remove the example. We have, however, retained the first paragraph of the subsection to continue to help explain the concept of debit authorization holds to accountholders. We have also made a few tweaks to the first paragraph that we believe add clarity to the language. This includes adding a sentence that points out some of the common transactions where these holds can occur (e.g., transactions at gas stations, hotels, and restaurants).

Telephone Consumer Protection Act (TCPA)

The section titled “Monitoring and Recording Telephone Calls and Consent to Receive Communications” has been reworded. It has been updated to make some minor language clarifications as well as to remove the following statement:

Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

A number of our financial institution customers have stated that they do not like the sentence and at least one expressed a concern that the sentence might run counter to an institution’s right under the CAN-SPAM Act to email marketing materials to its existing customers. While we believe the plain language of the sentence being removed – specifically, the reference to telemarketing – in no way prohibits email marketing, we have made the decision to remove the sentence in order to address this potential concern.

Setoff/Right to Repayment of Indebtedness

The exception that states that the right of setoff does not apply to this account if setoff is prohibited by the Military Lending Act or its implementing regulations has been removed. The change has been made because of a Department of Defense Interpretive Rule dated August 26, 2016, that clarifies that the right of setoff is not prohibited by the Military Lending Act or its implementing regulations.

Liability

The language that permits an institution to use deposited funds to pay for a shortage resulting from a charge or overdraft has been made clearer. The second sentence of the second paragraph now reads:

This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

We believe this change does not require a change notice because the reworded language is not changing the rights of either party under the contract.

Overdrafts

The sentence “We can change our practice of paying overdrafts on your account without notice to you”, has been modified to emphasize that the language is only referring to being able to change the practice of paying, or not paying, discretionary overdrafts. The sentence now reads:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Other minor updates include:

- In some state-specific versions, unnecessary quotation marks around the phrase “number of signatures” have been removed.
- For consistency, a hyphen has been added to the phrase “stop payment” in a few places when the phrase has been used as a noun. Note that some states already included the hyphen as described.
- The letter “s” has been removed in one place from the word “funds” in the phrase “electronic funds transfers” for consistency with the use of the phrase within the legal sources where the term originates.
- The term “computer” has been replaced with the words “online, mobile” as the latter is more current terminology.
- The language in the Restrictive Legends section has been reordered so that the examples appear at the end of the section; the wording of the section is not otherwise changing.

Additional text updates include the following:

Withdrawal

A Temporary Debit Authorization Hold Affects Your Account Balance subsection has been updated to read as follows:

A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Overdrafts Subsection

The fourth sentence of the first paragraph in the Overdrafts subsection has been updated to read as follows:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Ownership of Account and Beneficiary Designation

This section has been revised to remove the quotation marks around “number of signature” for several states. This does not affect the number of signatures necessary for withdrawal.

For North Carolina, the last sentence of the citations section has been updated as follows:

- State Savings Bank - This agreement is governed by North Carolina General Statutes § 54C-166.1.
- State Savings Association/Savings & Loan - This agreement is governed by North Carolina General Statutes § 54B-130.1.
- Credit Union - This agreement is governed by North Carolina General Statutes § 54-109.57A.

Stop Payments

This section has been updated for some states at the end of the second paragraph. In two places “stop payment” was changed to “stop-payment”. It now reads as the following:

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a “record” is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us).

Statements

The Errors Relating to the Electronic Fund Transfers or Substitute Checks subsection has been updated in the first sentence of the first paragraph to remove “computer” and replace it with “on-line, mobile”. It now reads as the following:

For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

Setoff/Right to Repayment of Indebtedness

The second paragraph of this section was updated to remove the following text from the second sentence:

, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations

Restrictive Legends or Endorsements/Indorsements

The Restrictive Legends or Endorsements/Indorsements section has been revised to read as follows:

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements/indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement/indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement/indorsement.

Security

The Security section has been updated in the first sentence of the second paragraph to remove the “s” from “funds”. It now reads as follows:

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Monitoring and Recording Telephone Calls and Consent to Receive Communications

The Monitoring and Recording Telephone Calls and Consent to Receive Communications section has been updated in the second and third paragraphs to read as follows:

However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

Additional Updates

North Carolina

The Payable on Death (POD) Account citations have been updated.

Alabama

Updates have been made throughout the document to change Endorsement/Endorser/Endorse to Indorsement/Indorser/Indorse. The two main sections affected by the change are now called Restrictive Legends or Indorsement and Indorsements. For any customized policies that were previously created, you may want to remove them and create new customized policies.

Alaska

Updates have been made throughout the document to change Indorsement/Indorser/Indorse to Endorsement/Endorser/Endorse. The two main sections affected by the change are now called Restrictive Legends or Endorsement and Endorsements. For any customized policies that were previously created, you may want to remove them and create new customized policies.

Note

If you want these changes in your current customized policies, you will need to go into Administration/Deposit/Terms and Conditions/XX Policy and edit the customized text.

State-Specific Lending Document Changes

Maine

Multi-Purpose Multi Party Signature Card (MPMP-LAZ-ME)

Multi-Purpose Multi Party Signature Card (MPMPCU-LAZ-ME)

Changes have been made to the above documents based on Bill LD 123; Maine is adopting the Uniform Probate Code. While this bill goes into effect July 1, 2019, early adoption is permitted. The bill changes the way Maine refers to accounts from "individual/joint accounts" to "single/multiple party accounts". These may be with or without a Payable On Death (POD) or agency designation. In addition, multiple party accounts may be with or without the right of survivorship. The new bill maintains the requirement, previously enacted in Bill HP 681, of requiring the account holder of a multiple party account to certify whether or not they intend the surviving party to inherit their ownership in the account. Also, the new bill continues the notice requirement for a multiple party account, codified at 9-B MRSA 427(13). However, since the new bill revises the definition of "multiple party account", these requirements no longer apply to POD accounts or revocable trust accounts.

Changes made to our content include:

- Revising our signature cards to reflect the new account ownership and rights on death options
- Revising the Power of Attorney and Safe Deposit Box Lease forms to reflect the updated notices and acknowledgment requirement.

Note

Make sure that you review and update any defaults for this document in [Administration/Deposit/Document Properties/Document Properties PolicyXX/Enter Defaults](#).

New York

Variable Rate Disclosure (NY)

The documents have been updated for a two-phase loan with a variable rate second phase to more clearly indicate that the variable rate applies at the end of the first phase. In addition, in the Variable Rate paragraph, language changes have been made in both the Index subparagraph and the Calculation of Change subparagraph.

State-Specific Deposit Document Changes

Maine

Durable Financial Power of Attorney For Maine (POA-D-ME)

Safe Deposit Box Lease (SDBL-ME)

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This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

We believe this change does not require a change notice because the reworded language is not changing the rights of either party under the contract.

Overdrafts

The sentence “We can change our practice of paying overdrafts on your account without notice to you”, has been modified to emphasize that the language is only referring to being able to change the practice of paying, or not paying, discretionary overdrafts. The sentence now reads:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Other minor updates include:

- The letter “s” has been removed from the word “funds” in the phrase “electronic funds transfers” for consistency with the use of the phrase within the legal sources where the term originates.
- The term “computer” has been replaced with the words “online, mobile” as the latter is more current terminology.
- The language in the Restrictive Legends section has been reordered so that the examples appear at the end of the section; the wording of the section has not otherwise changed.

The document has also been updated to reflect the new account ownership and rights on death options; as well as Maine's adoption of the “Agency” designation (instead of “Authorized Signer”).

Note

If you want these change in your current customized policies, you will need to go into Administration/Deposit/Terms and Conditions/XX Policy and edit the customized text.

Additional text updates include the following:

Table of Contents

Ownership of Account and Beneficiary Designation

These subsections have been removed:

- Individual Account
- Joint Account - With Survivorship,
- Joint Account - No Survivorship
- Community Property Account – No Survivorship
- Revocable Trust or Pay-on-Death Account

The following subsections replace the removed subsections:

- Single-Party Account
- Multiple-Party Account

Rights at Death

Currently, this is a new subsection that has been added right after Ownership of Account and Beneficiary Designation. In a future release, this will be in a separate section. The subsections under Rights at Death include the following:

- Single-Party Account
- Single-Party Account With Pay-on-Death Designation
- Multiple-Party Account With Right of Survivorship
- Multiple-Party Account Without Right of Survivorship
- Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation

Authorized Signer

This has been removed and replaced with Agency (Power of Attorney) Designation.

Agreement

The following paragraph has been added to the end of the section:

“Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Liability

The second sentence of the second paragraph of this section has been updated as follows:

This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

Withdrawal

A Temporary Debit Authorization Hold Affects Your Account Balance subsection has been updated to read as follows:

A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Overdrafts Subsection

The fourth sentence of the first paragraph in the Overdrafts subsection has been updated to read as follows:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Ownership of Account and Beneficiary Designation

The Ownership of Account and Beneficiary Designation section has been revised to print the following text:

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

SINGLE-PARTY ACCOUNT. Such an account is owned by one party.

MULTIPLE-PARTY ACCOUNT. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Rights at Death

The text of the new Rights at Death subsection reads as follows:

SINGLE-PARTY ACCOUNT. At the death of the party, ownership passes as part of the party's estate.

SINGLE-PARTY ACCOUNT WITH PAY-ON-DEATH DESIGNATION. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP. **On the death of one party, the balance in the account will belong to the surviving party or parties.** If two or more parties survive and one is the

surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND PAY-ON-DEATH DESIGNATION. In addition to the above terms, at the death of last surviving party, ownership passes to the surviving designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP. At death of party, deceased party's ownership passes as part of deceased party's estate.

Statements

The Errors Relating to the Electronic Fund Transfers or Substitute Checks subsection has been updated in the first sentence of the first paragraph to remove "computer" and replace it with "on-line, mobile"

For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

Setoff/Right to Repayment of Indebtedness

The second paragraph of this section was updated to remove the following text from the second sentence:

, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations

Authorized Signer/Agency (Power of Attorney) Designation

The Authorized Signer section has been removed and replaced with the following Agency (Power of Attorney) Designation section:

In the case of a multiple-party account, the owners may use a writing signed by all owners to designate as agent of all owners on an account a person other than an owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

Restrictive Legends or Endorsements/Indorsements

The Restrictive Legends or Endorsements/Indorsements section has been revised to read as follows:

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we

have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

Security

The Security section has been updated in the first sentence of the second paragraph to remove the "s" from "funds".

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Monitoring and Recording Telephone Calls and Consent to Receive Communications

The Monitoring and Recording Telephone Calls and Consent to Receive Communications section has been updated in the second and third paragraphs to read as follows:

However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

Terms & Conditions (TC-CU-ME)

Terms & Conditions (TC-ME)

Changes have been made to the above documents based on Bill LD 123, Maine is adopting the Uniform Probate Code. While this bill goes into effect July 1, 2019, early adoption is permitted.

Changes include the following:

- The way Maine refers to accounts from "individual/joint accounts" to "single/multiple party accounts".
- May be with or without a Payable On Death (POD) or agency designation.
- Multiple party accounts may be with or without the right of survivorship.
- Maintains the requirement, previously enacted in bill HP 681, of requiring the account holder of a multiple party account to certify whether or not they intend the surviving party to inherit their ownership in the account.

Also, the new bill continues the notice requirement for a multiple party account, codified at 9-B MRSA 427(13). Since, however, the new bill revises the definition of "multiple party account", these requirements no longer apply to POD accounts or revocable trust accounts. Changes to content include revising the terms and conditions to reflect the new account ownership and rights on death options; as well as Maine's adoption of the "Agency" designation (instead of "Authorized Signer").

Additional updates have been driven by two factors:

First are the updates that have been requested by our financial institution customers.

Second, factor is to limit the updates to items that we believe do not require financial institutions to send a change notice to their existing accountholders. An electronic version of a change notice (form DAHE-CN or DAHE-CU-CN) has been created and can be downloaded free-of-charge if an institution wants to send a notice to its existing accountholders.

Debit Authorization Holds

The two paragraphs that described an example as part of the “A Temporary Debit Authorization Hold Affects Your Account Balance” subsection have been removed. This subsection is part of the “Withdrawals” section.

Note

This update has been made because some financial institutions have expressed a concern that the language in the example does not reflect their institution’s policy. Even though the intent of the example was merely to help educate accountholders about the effect a debit authorization hold could have on their account, we fully understand and appreciate the concern that these institutions have expressed. Because the e-form versions of our Terms & Conditions are static forms and do not have fill-in-the-blank prompts, designing content flexible enough to reflect all possible variations used by financial institutions would result in a very cumbersome solution. As a result, we have chosen to simply remove the example. We have, however, retained the first paragraph of the subsection to continue to help explain the concept of debit authorization holds to accountholders. We have also made a few tweaks to the first paragraph that we believe add clarity to the language. This includes adding a sentence that points out some of the common transactions where these holds can occur (e.g., transactions at gas stations, hotels, and restaurants).

Telephone Consumer Protection Act (TCPA) section

The section titled “Monitoring and Recording Telephone Calls and Consent to Receive Communications” has been reworded. It has been updated to make some minor language clarifications as well as to remove the following statement:

Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

A number of our financial institution customers have stated that they do not like the sentence and at least one expressed a concern that the sentence might run counter to an institution’s right under the CAN-SPAM Act to email marketing materials to its existing customers. While we believe the plain language of the sentence being removed – specifically, the reference to telemarketing – in no way prohibits email marketing, the decision was made to remove the sentence in order to address this potential concern.

Setoff/Right to Repayment of Indebtedness

The exception that states that the right of setoff does not apply to this account if setoff is prohibited by the Military Lending Act or its implementing regulations has been removed. The change has been made because of a Department of Defense Interpretive Rule dated August 26, 2016, that clarifies that the right of setoff is not prohibited by the Military Lending Act or its implementing regulations.

Liability

The language that permits an institution to use deposited funds to pay for a shortage resulting from a charge or overdraft has been made clearer. The second sentence of the second paragraph now reads:

This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

We believe this change does not require a change notice because the reworded language is not changing the rights of either party under the contract.

Overdrafts

The sentence “We can change our practice of paying overdrafts on your account without notice to you”, has been modified to emphasize that the language is only referring to being able to change the practice of paying, or not paying, discretionary overdrafts. The sentence now reads:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Other Minor updates include:

- In some state-specific versions, unnecessary quotation marks around the phrase “number of signatures” have been removed.
- For consistency, a hyphen has been added to the phrase “stop payment” in a few places when the phrase has been used as a noun. Note that some states already included the hyphen as described.
- The letter “s” has been removed from the word “funds” in the phrase “electronic funds transfers” for consistency with the use of the phrase within the legal sources where the term originates.
- The term “computer” has been replaced with the words “online, mobile” as the latter is more current terminology.
- The language in the Restrictive Legends section have been reordered so that the examples appear at the end of the section; the wording of the section has not otherwise changed.

Nevada and Rhode Island

Terms & Conditions Disclosure

The following updates to the Terms and Conditions have been driven by two factors.

First, are the updates that have been requested by our financial institution customers.

Second, is to limit the updates to items that we believe do not require financial institutions to send a change notice to their existing accountholders. An electronic version of a change notice (form DAHE-CN or DAHE-CU-CN) has been created and can be downloaded free-of-charge if an institution wants to send a notice to its existing accountholders.

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concern that these institutions have expressed. Because the e-form versions of our Terms & Conditions are static forms and do not have fill-in-the-blank prompts, designing content flexible enough to reflect all possible variations used by financial institutions would result in a very cumbersome solution. As a result, we have chosen to simply remove the example. We have, however, retained the first paragraph of the subsection to continue to help explain the concept of debit authorization holds to accountholders. We have also made a few tweaks to the first paragraph that we believe add clarity to the language. This includes adding a sentence that points out some of the common transactions where these holds can occur (e.g., transactions at gas stations, hotels, and restaurants).

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We believe this change does not require a change notice because the reworded language is not changing the rights of either party under the contract.

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The sentence “We can change our practice of paying overdrafts on your account without notice to you”, has been modified to emphasize that the language is only referring to being able to change the practice of paying, or not paying, discretionary overdrafts. The sentence now reads:

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Other minor updates include:

- The letter “s” has been removed from the word “funds” in the phrase “electronic funds transfers” for consistency with the use of the phrase within the legal sources where the term originates.
- The term “computer” has been replaced with the words “online, mobile” as the latter is more current terminology.
- The language in the Restrictive Legends section has been reordered so that the examples appear at the end of the section; the wording of the section has not otherwise changed.

The document has also been updated to reflect the new account ownership and rights on death options; as well as Maine's adoption of the "Agency" designation (instead of "Authorized Signer").

The states of Nevada (NRS 111.783, et seq.) and Rhode Island (R.I. Gen. Laws Sec. 19-9-14.1) have adopted the UPC6 naming convention and definitions for accounts in 2011 and 2008, respectively. Therefore, the terms and conditions have been revised accordingly.

Note

If you want these changed in your current customized policies, you will need to go into Administration/Deposit/Terms and Conditions/XX Policy and edit the customized text.

Additional text updates include the following:

Table of Contents

Ownership of Account and Beneficiary Designation

These subsections have been removed:

- Individual Account
- Joint Account - With Survivorship,
- Joint Account - No Survivorship
- Community Property Account – No Survivorship
- Revocable Trust or Pay-on-Death Account

The following subsections replace the removed subsections:

- Single-Party Account
- Multiple-Party Account

Rights at Death

Currently, this is a new subsection that has been added right after Ownership of Account and Beneficiary Designation. In a future release, this will be in a separate section. The subsections under Rights at Death include the following:

- Single-Party Account
- Single-Party Account With Pay-on-Death Designation
- Multiple-Party Account With Right of Survivorship
- Multiple-Party Account Without Right of Survivorship
- Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation

Authorized Signer

This has been removed and replaced with Agency (Power of Attorney) Designation.

Agreement

The following paragraph has been added to the end of the section:

“Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Liability

The second sentence of the second paragraph of this section has been updated as follows:

This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage.

Withdrawals

A Temporary Debit Authorization Hold Affects Your Account Balance subsection has been updated to read as follows:

A TEMPORARY DEBIT AUTHORIZATION HOLD AFFECTS YOUR ACCOUNT BALANCE. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

The Overdrafts subsection has been updated to add “, or not paying, discretionary” to the fourth sentence of the first paragraph.

We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

Ownership of Account and Beneficiary Designation

The Ownership of Account and Beneficiary Designation section has been revised to print the following text.

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

- SINGLE-PARTY ACCOUNT. Such an account is owned by one party.
- MULTIPLE-PARTY ACCOUNT. Parties own account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

Rights at Death

The text of the new Rights at Death subsection reads as follows:

SINGLE-PARTY ACCOUNT. At the death of the party, ownership passes as part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP. At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP. At death of party, deceased party's ownership passes as part of deceased party's estate

SINGLE-PARTY ACCOUNT WITH PAY-ON-DEATH DESIGNATION. At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND PAY-ON-DEATH DESIGNATION. At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

Stop Payments

The Stop Payments section has been updated at the end of the second paragraph. In two places “stop payment” has been changed to “stop-payment”.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a “record” is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us).

Statements

The Errors Relating to the Electronic Fund Transfers or Substitute Checks subsection has been updated in the first sentence of the first paragraph to remove “computer” and replace it with “on-line, mobile”

For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

Setoff/Right to Repayment of Indebtedness

The second paragraph of this section was updated to remove the following text from the second sentence:

, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations

Authorized Signer/Agency (Power of Attorney) Designation

The Authorized Signer section has been removed and replaced with the following Agency (Power of Attorney) Designation section:

In the case of a multiple-party account, the owners may use a writing signed by all owners to designate as agent of all owners on an account a person other than an owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received

written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

Restrictive Legends or Endorsements/Indorsements

The Restrictive Legends or Endorsements/Indorsements section has been revised to read as follows:

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements/indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement/indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement/indorsement.

Security

The Security section has been updated in the first sentence of the second paragraph to remove the "s" from "funds".

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Monitoring and Recording Telephone Calls and Consent to Receive Communications

The Monitoring and Recording Telephone Calls and Consent to Receive Communications section has been updated in the second and third paragraphs to read as follows:

However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

North Carolina

MPMPBKLAZ-NC (Multi Purpose Multi Party Signature Card - Bank) (NC)

MPMPSBLAZ-NC (Multi Purpose Multi Party Signature Card - Savings Bank) (NC)

MPMPSSLAZ-NC (Multi Purpose Multi Party Signature Card - Savings and Loan) (NC)

The forms have been updated for hard-coded text changes. No fields were affected. The following updates were made:

- On the MPMPsBLAZ-NC and the MPMPsBLAZ-NC forms the citations referenced in the Beneficiary Designation section have been updated to 54C-166.1 and 54B-130.1, respectively.
- These two forms also have a new box below the Beneficiary Name(s), Address(es), and SSN(s) section that states: "There are grids provided below for Non-Individual Information and for additional Individual Information."
- On all three forms, where it previously referred to Owner/Signer Information, it now refers to Individual Information. This change was made to reflect requests from institutions to collect information on a party or parties that may not be an owner or a signer. For example, one strategy to help combat elder abuse is to have a "trusted advisor" assigned to an account. Such a person might not be an owner or a signer.

How to Contact Us

There may be situations where you provide or are asked to provide data to Wolters Kluwer for assistance in troubleshooting, implementation, or the delivery of professional services. When doing so, do not provide actual live data of your customers. Provide sample, fake data that is representative of the issue you are experiencing.

Solution Notification Service Now Available

Customers who subscribe to the Solution Notification Service will receive notifications for many of our software products when updates are made available on our Software Support Web site at <http://www.WoltersKluwerFS.com/Support>.

To subscribe to this service, visit <http://global.WoltersKluwerFS.com/SNS> and enter your valid e-mail address. A link to your personal profile page is then e-mailed to you allowing you to specify your profile information and subscription preferences.

To ensure you receive this e-mail as well as future communications, make sure to add **@wolterskluwer.com** and **@wolterskluwerfs.com** to your safe senders list.

Support Web Site

Visit our Software Support Web site for documentation, downloads, frequently asked questions, training, or support information at the following location: <http://www.WoltersKluwerFS.com/Support>

Internet

Also, you can visit us on the Internet at www.WoltersKluwerFS.com.

E-Mail

E-mail questions or issues to: ComplianceOneSupport@wolterskluwer.com.

Questions related to the installation process may be sent to technicalsupport@wolterskluwer.com.

Phone

You can telephone our SupportLine technicians at 1-800-274-2711, ext. 1123660. Our support staff is available Monday through Friday, 7 A.M. to 7 P.M. CST. Voice mail operates continually, allowing you to leave us a message after hours and on weekends. To help us handle your question as quickly as possible, have these items available before you call:

- product name and version number
- customer number
- operating system and version number; service pack numbers, if installed

Fax

You may fax us at (320) 323-4848.