

# CAPEBANK

## Funds Availability Policy

Our policy is to make funds from your check deposits available to you in your transaction account (i.e. checking account) on the first business day after the day we receive your deposit. Cash and 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, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day, we will consider that the deposit was made on the next business day.

### Longer Delays May Apply

In some cases, we may 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. 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 deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

If your deposit is not made directly to one of our employees, 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 we cash a check that is drawn on another bank, we may withhold the availability of the corresponding amount of the funds that are already on deposit in another account. Those funds will be available at the time the funds from the check we cashed would have been available if you deposited it.

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

### Special Rules for New Accounts

Cape Bank reserves the right to delay the opening of an account twenty-four hours to determine if any irregularities exist. If applicable, there will be no loss of interest due to the imposition of this waiting period if the account is opened. After the account is opened, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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. The excess over \$5,000

will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

### **Deposits at Automated Teller Machines**

Funds from deposits (cash or check) made at proprietary automated teller machines (ATMs located at any Cape Bank location) will be available on the second business day after we receive your deposit. US Treasury Checks that are deposited to an account held by the payee of the check and "on us" checks will be available on the first business day after we receive your deposit.

## **CHECKING ACCOUNT ORGANIZATION**

We have organized checking accounts in a nontraditional way. Your checking account consists of two subaccounts. One of these is a checking subaccount, and you will transact business on this subaccount. The other is a nontransaction subaccount. You cannot directly access the nontransaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your checking subaccount will be no different than for traditional checking accounts. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

# CAPEBANK

## Disclosure of Account Terms

### Understanding Your Savings Accounts

Date Prepared: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Account Type	Minimum Deposit to Open Account	*Minimum Balance to Obtain Annual Percentage Yield	**Interest Rate	**Annual Percentage Yield	Account Terms
Regular Savings-Passbook	\$50	\$50	_____%	_____%	<ul style="list-style-type: none"> <li>Your interest rate and annual percentage yield may change at our discretion.</li> <li>Interest begins to accrue no later than the business day the bank receives credit for the deposit of non-cash items (for example, checks).</li> <li>Interest is compounded daily and credited monthly.</li> <li>We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.</li> <li>Account must maintain a minimum balance of \$1.00 to remain active.</li> <li>Interest paid on the full balance in the account at the rate that corresponds to that deposit tier.</li> <li>You may make (6) preauthorized or telephone transfers/withdrawals from your account per monthly cycle.</li> <li>If you close your account before interest is credited, you will receive the accrued interest.</li> </ul>
Regular Savings-Statement	\$50	\$50	_____%	_____%	
Money Maker Savings Account-Passbook	\$100	\$0.01 - \$2,499	_____%	_____%	
		\$2,500 - \$24,999	_____%	_____%	
		\$25,000 - \$49,999	_____%	_____%	
		\$50,000 - \$99,999	_____%	_____%	
		\$100,000 - \$249,999	_____%	_____%	
		\$250,000 - \$499,999	_____%	_____%	
		\$500,000 and over	_____%	_____%	
50+ Statement Savings Account	\$100	\$0.01 - \$1,499	_____%	_____%	<p><b>50+ Savings Account only:</b></p> <ul style="list-style-type: none"> <li>You must have a 50+ Checking Account to open a 50+ Statement Savings Account.</li> </ul> <p><b>IRA Savings Account only:</b></p> <ul style="list-style-type: none"> <li>Available for Traditional or Roth IRAs and follows rules for the applicable IRA type.</li> <li>The contribution/distribution limits are the maximum allowed by IRA law.</li> </ul>
		\$1,500 - \$24,999	_____%	_____%	
		\$25,000 - \$49,999	_____%	_____%	
		\$50,000 - \$99,999	_____%	_____%	
		\$100,000 - \$249,999	_____%	_____%	
		\$250,000 - \$499,999	_____%	_____%	
		\$500,000 and over	_____%	_____%	
IRA Savings Account	\$100	\$100	_____%	_____%	
Holiday Club Account	\$2	\$2	_____%	_____%	<ul style="list-style-type: none"> <li>Must have checking, Statement Savings or MMDA to open a Holiday Club. Total funds automatically transferred to the other deposit account at annual maturity.</li> <li>Interest is forfeited if the account is closed prior to maturity.</li> <li>Interest begins to accrue on the business day you deposit non-cash Items (for example, checks).</li> </ul>

\*Daily balance (the amount in the account each day) \*\*Current rates will be quoted upon request (call 609-465-5600) or at the time of opening an account.

## FEE SCHEDULE

<b>Regular Passbook/Statement Savings Account:</b> Monthly fee if the daily balance drops below \$100 any day of month.....	\$ 4.00
<b>Money Maker Savings Account:</b> Monthly fee if daily balance drops below \$2,500 any day of month.....	\$ 8.00
<b>50+ Savings Account:</b> Monthly fee if daily balance drops below \$1,500 any day of month.....	\$ 7.00

### OTHER SERVICE CHARGES

Checkbook/Check Printing.....	at catalog prices
Checking Account Early Closeout ( <i>within 90 days of acct. opening</i> ).....	\$10.00
Coin & Currency .....	charges vary
Collection Items .....	\$25.00
Counter Checks (packs of 5) .....	\$2.50
Daily Overdraft Fee (after 5 days) .....	\$5.00
Dormant Account Fees .....	\$5.00/month after 2 years
Foreign ATM Withdrawal (10 free per account cycle).....	\$1.25 each
Gift Card.....	\$4.00 each
Gift Check.....	\$2.50 each
Interim Statement.....	\$5.00
Levy & Lien Processing.....	\$125.00
NSF (Insufficient) paid or returned items .....	\$36.00
Official Check.....	\$8.00
Overdraft Protection* Transfer.....	\$10.00 per transfer
Photocopy Check or Statement.....	\$5.00
Replace Passbook/ATM Card/Check Card.....	\$5.00
Research/Reconciliation .....	\$30.00/hour
Returned Deposit Item .....	\$15.00
Savings/Club Account Early Closeout ( <i>within 90 days of acct. opening</i> ).....	\$10.00
Stop Payment .....	\$25.00
Travelers Checks.....	2% of purchase
Travelers Checks for Two.....	2.5% of purchase
UCF (Uncollected) paid or returned items .....	\$36.00
Wire Transfer Domestic (Outgoing).....	\$25.00
Wire Transfer Domestic (Incoming) .....	\$15.00
Wire Transfer International (Outgoing) .....	\$40.00
Wire Transfer International (Incoming).....	\$15.00

**\*Overdraft Protection** is a service that automatically transfers available funds from a linked Cape Bank account to cover overdraft transactions. There is a \$10.00 per transfer fee for this service. Savings Accounts and Money Market Deposit Accounts are limited to six preauthorized debits per monthly statement cycle.

# CAPEBANK

## Electronic Fund Transfer Disclosure

For purposes of this disclosure the terms “we,” “us,” and “our” refer to Cape Bank. The terms “you” and “your” refer to the recipient of this disclosure.

The Purpose of this Disclosure Statement is to make you aware of your rights and responsibilities when using our Electronic Fund Transfer Services (EFTs). This disclosure contains important information about your use of electronic fund transfer services (EFTs) provided by Cape Bank in relation to accounts established primarily for personal, family or household purposes. Please read this document thoroughly and retain it for future reference.

### Services Offered

This disclosure applies to direct deposits to your account; automatic payments made from your account to a third party; use of your Cash/Check card at automated teller machines, point of sale transactions and debit card transactions; telephone banking; and online banking.

### Consumer Liability

Please tell us at once if you believe your electronic access device or code 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. If you tell us within 2 business days, you can lose no more than \$50 if someone used your electronic access device or code without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission, you could lose as much as \$500.

Also, if your account statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 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 a hospital stay) kept you from telling us, we will extend the time periods.

**Consumer Liability for Unauthorized Check Card Transactions** – The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your Check card with the Visa logo. These limits apply to unauthorized transactions processed on the Visa Network.

If you notify us about an unauthorized transaction involving a lost or stolen Check card and the unauthorized transaction took place on the Visa Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Check card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa Network, including ATM transactions.

### How to Notify Us of an Unauthorized Transfer

If you believe your access device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

Call:

Main Office: 609-465-5600

Toll Free: 1-800-858-2265

Bank by Phone: 609-399-9500

or Write:  
Cape Bank  
Electronic Banking Department  
225 N. Main Street  
Cape May Court House, NJ 08210

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.

### **Business Days**

Our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.

### **Transfer Types and Limitations**

You may use your electronic access device to:

- Withdraw cash from your checking, money market and savings account(s).
- Make deposits to your checking, money market and savings account(s).
- Transfer funds between your checking, money market and savings account(s).
- Make payments to your loan and club account(s).
- Pay for purchases at places that have agreed to accept your access device. When you make a purchase (including any cash obtained) the amount will be deducted from your primary checking account.
- Pay bills through online banking from your checking account in the amounts and on the days you request.

Some of these services may not be available at all terminals or systems or with your particular type of access device.

### **Limitations on Frequency of Transfers**

For security reasons, there are limits on the number of transfers you can make using automatic teller machines (ATMs) and point of sale transfer services.

Regulations require us to limit preauthorized transfers on Savings and Money Market Deposit Accounts. You may make no more than six (6) transfers/withdrawals per statement cycle to another account of yours or to a third party by means of a preauthorized or automatic transfer, by telephone, or by check, draft, debit card or similar order to a third party. If you exceed the transfer/withdrawal limitations set forth above in any statement period, your account will be subject to closure.

### **Limitations on Dollar Amounts of Transfers per Card**

<b>Card Type</b>	<b>Withdrawal</b>	<b>POS Purchase</b>	<b>Combined Total</b>
Cash Card	\$500	\$2,500	\$3,000
Check Card	\$500	\$2,500	\$3,000
Relationship Check Card	\$1,000	\$5,000	\$6,000

### **Fees**

The first 10 withdrawals per statement cycle at automated teller machines not operated by us are free. After that, Cape Bank will charge you \$1.25 for withdrawals at automated teller machines not operated by us.

Cape Bank reserves the right to impose or revise service charges from time to time. Notification of any service charge will be given in advance.

If you use an automated teller machine that is not operated by Cape Bank, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

### **Documentation**

**Terminal Transfers** - You can get a receipt at the time you make any transfer to or from your account(s) using an automated teller machine or a point-of-sale terminal.

**Pre-Authorized 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, you can call us to find out whether or not the deposit has been made.

**Periodic Statements** - You will get a monthly statement for your checking account(s). For your savings account(s), you will get a monthly statement unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

### **Preauthorized Payments**

**Right to Stop Payment and Procedure for Doing So** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us in time for us to receive your request 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 14 days after you call. We will charge you for each stop payment order according to our current fee schedule.

**Notice Of Varying Amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may call us if you wish to verify a preauthorized transfer.

**Liability for Failure to Stop Payment of Preauthorized Transfer** - If you order us to stop one of these payments 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.

### **Electronic Check Conversion**

You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when paying bills, or when you provide your check by other means such as by mail or drop box.

### **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:

- If, through no fault of ours, you do not have enough money in your account.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If court order or other legal process prevents us from making a transfer.

There may be other exceptions to liability stated in our account agreement with you.

## **Confidentiality**

We will disclose information to third parties about your account(s) or the transfers you make that we believe are necessary:

- Where it is necessary for completing or documenting transfers, to investigate possible unauthorized transfers, or to combat fraud;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written or oral permission;
- To comply with government regulations.

## **Error Resolution Notice**

**Error Resolution Notice** - In case of errors or questions about your electronic transfers:

Telephone us or write us at the phone number or address shown elsewhere in this disclosure 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 the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 (20 for errors to or from accounts within 30 days after the first deposit to the account was made) 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 (90 for foreign activity, debit card activity, or errors to or from accounts within 30 days after the first deposit to the account was made) 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.

Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa Check card use within 5 business days of notification of the loss.

We will tell you the results within three business days after we complete 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.

## **Overdraft Courtesy Service**

- We will not authorize and pay overdrafts for everyday debit card transactions without your approval.
- A paid item (NSF) fee of \$36 each time may be imposed for covering overdrafts that result in a negative end of day balance. Overdrafts may be created by check, in-person withdrawal, debit card transaction or other electronic means.
- Once an overdraft has occurred, you are obligated to bring your account to a positive balance promptly.
- Whether your overdraft will be paid is at Cape Bank's discretion, and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have had excessive overdrafts. We do not authorize and pay overdrafts for ATM transactions.
- Cape Bank Overdraft Courtesy Service is different from Overdraft Protection in that it does not transfer money from a savings or another checking account.

# CAPEBANK

Rev January 2011

## FACTS WHAT DOES CAPE BANK DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and income
- Account balances and payment history
- Credit history and credit scores

When you are *no longer* our customer, we continue to adhere to the policy and practices as described in this notice.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cape Bank chooses to share; and whether you can limit this sharing.

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

**Questions?** Call (800) 858-2265 or go to [www.capebanknj.com](http://www.capebanknj.com)

## What we do

<p><b>How does Cape Bank protect my personal information?</b></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings, <b>restricting access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.</b></p>
<p><b>How does Cape Bank collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ pay your bills or apply for a loan</li> <li>■ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

## Definitions

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Cape Bank has no affiliates</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Cape Bank does not share with nonaffiliates so they can market to you</i></li> </ul>
<p><b>Joint Marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Cape Bank doesn't jointly market</i></li> </ul>

## Other important information

We recognize that protecting children's identities and privacy is important. We comply with the practices established under the Children's Online Privacy Protection Act. We do not knowingly market to or solicit information from children under the age of 13 without parental consent.



# CAPE BANK

## ADMINISTRATIVE OFFICES

225 North Main Street, Cape May Court House, NJ 08210 . 609-465-5600

## ATLANTIC COUNTY OFFICES

1501 Pacific Avenue, Atlantic City, NJ 08401 . 609-344-9027

Essex & Ventnor Avenues, Margate City, NJ 08402 . 609-823-2737

9312 Ventnor Avenue, Margate, NJ 08402 . 609-822-4134

201 Shore Road, Linwood, NJ 08221 . 609-601-0600

Fire Rd. & Black Horse Pike, Egg Harbor Township, NJ 08234 . 609-645-1400

4096 English Creek Avenue, Egg Harbor Twp. NJ 08234 . 609-646-8850

2251 Ocean Heights Avenue, Egg Harbor Twp, NJ 08234 . 609-927-1615

320 E. Jimmie Leeds Road, Galloway, NJ 08205 . 609-652-4000

199 New Road, Somers Point, NJ 08244 . 609-926-5757

## CAPE MAY COUNTY OFFICES

217 Jackson Street, Cape May, NJ 08204 . 609-884-0900

225 North Main Street, Cape May Court House, NJ 08210 . 609-465-5188

46 South Shore Road, Marmora, NJ 08223 . 609-390-3500

10th & Asbury Avenue, Ocean City, NJ 08226 . 609-398-7400

Routes 9 & 47, Rio Grande, NJ 08242 . 609-886-0600

9616 2nd Avenue, Stone Harbor, NJ 08247 . 609-368-3600

1899 Bayshore Road, Villas, NJ 08251 . 609-886-2773

3101 New Jersey Avenue, Wildwood, NJ 08260 . 609-522-2447

**BANK BY PHONE:** 609-399-9500

**VISIT US ON THE WEB:** [www.capebanknj.com](http://www.capebanknj.com)