



# CAPE BANK

## 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:

Cape May County: 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, the following limitations apply:

- Savings account(s): You can make no more than six transfers per statement period by preauthorized or automatic transfer or by telephone.
- Money Market Deposit account(s): You can make no more than six transfers per statement period by preauthorized or automatic transfer or by telephone and no more than three of these may be by check, draft or debit card.

### 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 5 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.

EQUAL HOUSING LENDER

Rev. 09/07

MEMBER FDIC



# CAPE BANK

## Funds Availability Policy

### Deposit Accounts

Our policy is to make funds from your check deposits available to you 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 before 2:00 p.m. (cutoff time may vary according to branch location) 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 after the above mentioned time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### Reservation of Right to Hold

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. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 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 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.

### Longer Delays May Apply

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, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

### **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 (and you may have to use a special deposit slip). 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 will be available on the second business day after we receive your deposit. US Treasury Checks that are deposited to an account held by payee of the check and "on us" checks will be available on the first business day after we receive your deposit.

EQUAL HOUSING LENDER

Rev. 09/07

MEMBER FDIC



# CAPE BANK

## Disclosure of Account Terms, as of April 10, 2008 Understanding Your Checking 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
Totally Free Checking	\$50	n/a	n/a	n/a	• Non interest bearing
50+ Free Interest Checking	\$50	\$0.01	_____%	_____%	<ul style="list-style-type: none"> <li>• 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>• If you close your account before interest is credited, you will receive the accrued interest.</li> </ul> <p><b>50+ Checking Account only:</b> At least one person on account must be age 50+ to open this account.</p> <p><b>VIP Interest Checking Account only:</b> Requires direct deposit or automatic loan payment.</p> <p><b>Platinum Checking Account only:</b></p> <ul style="list-style-type: none"> <li>• Interest paid on the full balance in the account at the rate that corresponds to that deposit tier.</li> </ul> <p><b>Money Market Deposit Account only:</b></p> <ul style="list-style-type: none"> <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, but only (3) may be payments by checks to third parties.</li> <li>• Checks are held for safekeeping.</li> </ul>
VIP Free Interest Checking	\$50	\$0.01	_____%	_____%	
Low Minimum Interest Checking	\$50	\$0.01	_____%	_____%	
Platinum Checking	\$50	\$0.01 - \$2,499	_____%	_____%	
		\$2,500 - \$19,999	_____%	_____%	
		\$20,000 and over	_____%	_____%	
Money Market Deposit Account	\$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	_____%	_____%			

\*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

# Disclosure of Account Terms, as of May 1, 2008

## 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>• Passbook Savings and Money Maker Savings Account interest is compounded daily and credited quarterly.</li> <li>• Statement Savings and 50+ Savings Account 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> <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+ Savings Account.</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	_____%	_____%	
50+ Savings Account	\$100	\$250,000 - \$499,999	_____%	_____%	
		\$500,000 and over	_____%	_____%	
		\$0.01 - \$1,499	_____%	_____%	
		\$1,500 - \$24,999	_____%	_____%	
		\$25,000 - \$49,999	_____%	_____%	
		\$50,000 - \$99,999	_____%	_____%	
		\$100,000 - \$249,999	_____%	_____%	
		\$250,000 - \$499,999	_____%	_____%	
		\$500,000 and over	_____%	_____%	
Holiday Club Accounts	\$2	\$2	_____%	_____%	<ul style="list-style-type: none"> <li>• No withdrawals permitted. Simple interest paid at 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

Low Minimum Interest Checking: Monthly fee if balance drops below \$500 any day of monthly statement cycle.....	\$ 6.00
Platinum Checking/BB Interest Checking: Monthly fee if daily balance drops below \$1000 any day of monthly statement cycle.....	\$ 8.00
<b>Money Market Deposit Account:</b> Monthly fee if daily balance drops below \$2,500 any day of monthly statement cycle.....	\$ 8.00
Excess MMDA Check/Debit Charge .....	\$ 10.00
Regular/Statement Savings Account: 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
50+ Savings Account: Monthly fee if daily balance drops below \$1,500 any day of month.....	\$ 7.00

### Other Account Fees

NSF (Insufficient) paid or returned items .....	\$ 30.00
UCF (Uncollected) paid or returned items .....	\$ 30.00
Returned Deposit Item .....	\$ 11.75
Stop Payment .....	\$ 20.00
Travelers Check .....	1% of purchase
Travelers Checks for Two.....	1.5% of purchase
Gift Card.....	\$ 4.00 each
Gift Check.....	\$ 2.50 each
Levy & Lien Processing.....	\$ 100.00
Research/Reconciliation .....	\$25.00/hour
Wire Transfer Domestic (Outgoing).....	\$ 17.00
Wire Transfer Domestic (Incoming) .....	\$ 12.00
Wire Transfer International (Outgoing) .....	\$ 40.00
Wire Transfer International (Incoming).....	\$ 40.00
Bond Coupon Processing per envelopes.....	\$ 15.00
Photocopy Check or Statement.....	\$ 5.00
Interim Statement.....	\$ 5.00
Special Handling .....	\$ 5.00
Checkbook/Check Printing.....	at catalog prices
Foreign ATM Withdrawal (10 free per account cycle).....	\$ 1.25 each
Replace Passbook/ATM Card/Check Card.....	\$ 5.00
Checking Account Early Closeout ( <i>within 90 days of account opening</i> ).....	\$ 10.00
Savings/Club Account Early Closeout ( <i>within 90 days of account opening</i> ).....	\$ 10.00
Official Check.....	\$ 6.75
Counter Checks (packs of 5) .....	\$ 2.50
Alien Media Reject Fee .....	\$5.00/check
Dormant Account Fees .....	\$4.00/month after 2 years
Coin & Currency .....	charges vary
Collection Items .....	\$ 20.00
Daily Overdraft Fee (after 5 days) .....	\$ 5.00
No Mail Fee .....	\$5.00/month
Foreign Currency Exchange.....	\$ 25.00

**Overdraft Protection:** Overdraft Protection is a service linking a Checking Account to another account with our bank. There is a \$6.00 per item fee for this service. Savings Accounts and Money Market Deposit Accounts are limited to six preauthorized debits per monthly statement cycle.



# CAPE BANK

## Cape Bank Privacy Policy

### *Protecting the Security and Confidentiality of Your Information*

#### **Protecting Your Privacy Is Important to Us.**

We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all our employees for the collection, use, retention, and security of nonpublic personal information.

"Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, this includes information regarding your account balance, payment history, and overdraft history.

#### **Information We Collect**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about your transactions with us or others; and
- Information we receive from third parties such as consumer reporting agencies.

We are permitted under law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your loan or account with us, to government entities in response to subpoenas, and to credit bureaus.

#### **Information We Share**

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law.

We may disclose the following information to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements:

- Information we receive from you on applications or other forms, such as your name, address, social security number, assets and income;
- Information about your transactions with us, or others, such as your account balance, payment history, parties to transactions, and credit card usage; and
- Information we receive from a consumer reporting agency, such as your creditworthiness and credit history.

If you decide to close your account(s), or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

#### **Our Security Procedures**

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.



**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, 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 Township, NJ 08234 • 609-646-8850

2251 Ocean Heights Avenue, Egg Harbor Township, 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

907 Route 9 South, Cape May Court House, NJ 08210 • 609-465-5810

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)