



MyBankingDirect.com, a Service of Flagstar Bank, N.A., Member FDIC

Truth in Savings Account Disclosure

Certificates Of Deposit (CD)

Rate Information. The interest rate on your account is 3.83% with an annual percentage yield of 3.90%. You will be paid this rate until the maturity date of your account. Your account will mature in twenty four (24) months

Crediting and Compounding Frequency. The interest will be compounded daily and credited into this account monthly.

Daily Balance Computation Method. The interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on noncash deposits. Interest begins to accrue on the Business Day (Monday through Friday, excluding federal holidays, unless defined elsewhere in the Disclosure Guide) you deposit noncash items (for example, checks) into your account.

Effect of Closing the Account. If you close your account before interest is credited, you will receive the accrued interest.

Minimum Balance Requirement. You must deposit a minimum of \$500.00 to open this account. You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield

Deposit Limitations. After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account.

Withdrawal Limitations. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the terms before maturity of that term without penalty. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Withdrawals of Interest Prior to Maturity. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Transaction Limitations. After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account. After the account is opened, you may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal.

Early Withdrawal Penalties. Principal withdrawn before maturity is subject to an early withdrawal penalty. You can withdraw interest credited in the term before maturity without penalty. In certain circumstances, such as the death or incompetence of the account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

The fee imposed is calculated on the current interest rate and will vary, depending on the term of your certificate, as follows: **12-35-month maturity date:** The penalty is 180 days of interest, earned or unearned.

Renewal Policies. If you do not renew the certificate, your deposit will be placed in an interest-bearing, Post-Maturity savings account. Please refer to the *Certificate of Deposit Terms and Conditions* for more information about the Post-Maturity Account.

Other Important Information About Your Account. Once the application is approved and funding is completed, the term of this account will begin and the rate and maturity date will be set. Please refer to the *Certificate of Deposit Terms and Conditions* which contains other important information on the terms and conditions of your account along with any fees that may apply to this account.



Certificate of Deposit Terms and Conditions

TERM	ACCOUNT NUMBER
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Definitions. “We”, “our”, “us”, “Bank” and “Flagstar” mean Flagstar Bank and the words “you” and “your” mean the account holder(s). “Account” means the original certificate as well as the deposit it evidences. “Transfer” means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. “Business Day” means Monday through Friday, excluding federal holidays.

Agreement. This Agreement, your account(s), service(s) provided to you, and any dispute(s) relating to those account(s) and service(s) are governed by applicable federal and state laws, and when not superseded by federal law, the law of the state where your account is located. The state where your account is located is determined by the following:

- If you applied for your account in person at one of our bank branches, your account is located in the state where the branch is located, regardless of the state where you reside;
- If you applied for the account by mail, digitally, or through any other means other than in person at one of our branches and the address you listed on your application is in a state where we had a branch at the time of your application, your account is located in that state. For joint accounts, the address of the first listed account owner is used to determine the state your account is located in;
- In all other cases, your account is located in New York.

In addition to federal and state laws, this Agreement and your account(s) and service(s) are subject to other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing rules (except to the extent the Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- summarize some laws that apply to common transactions;
- establish rules to cover transactions or events which the law does not regulate;
- establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- give you disclosures of some of our policies to which you may be entitled or in which you may be interested. If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

You agree to keep your funds with us in this account until final maturity. (An automatically renewable account matures at regular intervals.)

This account is void if the initial deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount will be adjusted to reflect final exchange into U.S. dollars.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

English is the controlling language of our relationship with you. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

Amendments. We may change this Agreement or change your account to another product offered by us at any time without prior notice unless prohibited by law. Changes may include deleting or modifying existing terms or rates or the addition of a new term or fee not otherwise contemplated when you opened your account. Rules governing changes in interest rates have been provided. If required by law, we will give you advance notice. Such notice will be in writing or by any other method permitted by law or to which you have agreed. If

your account remains open after the effective date of any change, you agree to the new term(s). This means if you wish to reject a change, you must close your accounts before the effective date of change. There is no penalty or fee for closing an account in order to reject a change in terms.

Termination. We reserve the right to suspend account activity or close your account at any time and for any reason, without advance notice. Examples of reasons that may result in the suspension of or closing of an account include but are not limited to: (i) receipt of information that you improperly handled a prior banking relationship; (ii) your failure to provide required information and documentation; (iii) improper handling of your account; (iv) account inactivity, or; (v) undeliverable statement or mail. We may also close your account following three consecutive months in which your account has no Balance (has no funds). If we close your account, funds and accrued interest less any fees, claims, setoffs, or other amounts due will be returned to you personally or by mail to the address on our records. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse, such as kiting. The closure of your account may also remove access devices associated with the account.

You may close your account at any time by providing notice to us and signing such forms as we may require, provided that among other reasons, the funds on deposit are not being held as a result of legal action or uncollected deposited checks. When you close your account, you are responsible for ensuring there are no outstanding Items to be paid from the account and that all automatic transfers to and from the account are cancelled. Items presented for payment or deposit after your account is closed may be dishonored and returned. If Items are presented after your account is closed that we cannot dishonor or return, you authorize us to reopen your account to process the transaction; you remain responsible to us for any Items that are processed in such manner. We are not liable for any loss or damage that results from dishonoring any Items after your account has been closed or from reopening your account under the conditions listed here. Closing your account does not relieve you of any responsibility for any fees or other obligations incurred before closing. Refer to the Fee Schedule for any charge in connection with the closing of an account.

Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Unless prohibited by applicable law, written notice may be provided to you in electronic form, subject to your consent and compliance with other applicable provisions of the Electronic Signatures in Global and National Commerce Act (E-Sign Act) (15 U.S.C. 7001 et seq.). Written notice we give you electronically is effective when it is sent to the cellular phone number or email address we have on file or populated to your online banking profile. Notice to any of you is notice to all of you.

Certificate. This document, along with any other account documentation provided to you, contains important information about your account. Keep this and your other account documentation in a safe place.

Ownership Of Account And Beneficiary Designation. These rules apply to this account irrespective of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as to how they determine to whom we pay the account funds. Unless stated otherwise below, we do not maintain a separate record of each joint owner's net contributions to the account (as "net contributions" may be defined by applicable law), or of each joint owner's interest in, contributions to, withdrawals from, pro rata share of interest in the current balance, or other use of the account. We may act on instructions from any joint owner (or any joint owner's agent, attorney in-fact, or other representative) without another joint owner's consent. This includes, but is not limited to, instructions to withdraw or transfer funds, make payments, close accounts, or any set off processed according to the Setoff section of this agreement. If your account is a type listed under "Personal Account", in our product information, you agree not to use it for business purposes.

INDIVIDUAL ACCOUNT is an account in the name of one person.

JOINT ACCOUNT - WITH SURVIVORSHIP (AND NOT AS TENANTS IN COMMON) is an account in the name of two or more persons. Each of which intend that when they die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If there are two or more survivors, each survivor will own the balance in the account as joint tenants with survivorship and not as tenants in common.

INDIVIDUAL OR JOINT PAY-ON-DEATH ACCOUNT OR REVOCABLE TRUST (SUCH AS A TOTTEN TRUST) is an account that is payable on the account owner's death (or the death of the last surviving co-owner) to one or more beneficiaries named by the owners of the account. If two or more account owners create an account, they own the account jointly with survivorship. A beneficiary cannot withdraw the account's funds unless (i) all of the account's owners die, and (ii) the beneficiary is then living.

If two or more beneficiaries are named and survive the death of all the account's owners, such beneficiaries will own the account's funds in equal shares, without right of survivorship. Any such beneficiary may request

his/her share of the account balance at any time if all account owners are deceased. In order for a transfer to a beneficiary to take place, we may require specific documents (e.g., death certificate, Estate Tax Waiver) prior to releasing account funds to the survivor(s).

Any account owner may (i) change beneficiaries at any time by providing us with prior written notice, (ii) change account types, and (iii) withdraw all or part of the account funds at any time.

Authorized Signer. You or any other owner of the account may appoint an authorized signer to the account. One way that an authorized signer can be appointed is through a power of attorney. A power of attorney (or other designation of an authorized signer) must be acceptable to us in our discretion, and we may refuse to honor a power of attorney unless prohibited by law. We may require the authorized signer to present the original power of attorney (not a copy), and may require the authorized signer to confirm that the power of attorney has not been revoked or terminated.

You do not give up any rights to the account by appointing an authorized signer. The authorized signer may not affect your rights or any beneficiary's rights, except as may occur by transacting on the account.

You are responsible for any transaction of an authorized signer. We undertake no obligation to monitor transactions to determine that they are on your behalf. We may pay any funds on deposit in the account to an authorized signer or at an authorized signer's request.

You may remove an authorized signer that you appointed at any time. However, we may continue to recognize the authority of the authorized signer (for example, by honoring the authorized signer's transactions) until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act upon it. In addition, the authorization is automatically terminated upon death of the individual who appointed the authorized signer.

We may refuse to accept the designation of an authorized signer.

UTMA Accounts. Under the Uniform Transfers to Minors Act ("UTMA"), the funds in the account are owned by the Minor child who has unconditional use of the account when he or she reaches the age of majority, depending upon the law of the state where the Account is opened, unless otherwise agreed or required by UTMA. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the Minor. The custodian cannot pledge the custodial account as collateral towards any personal loan to the Custodian. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the Minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the Minor's death or attainment of the age of majority. The Bank shall not be liable or responsible at any time for the acts or omissions of the custodian or the application of funds withdrawn from the Account by or at the direction of the custodian. For this type of account, the child's tax identification number is used for the Backup Withholding Certification. Annual Tax statements (IRS Form 1099) are reported under the minor's Social Security Number and such number, under law, must be provided to the Bank when the Account is opened.

Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Legal Actions Affecting Your Account. Legal actions include a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process that we reasonably believe to be valid that is served in person, by mail, by facsimile transmission, or by other means. You may have rights to contest such process on your own behalf under applicable law; the Bank has no obligation to ascertain or assert such rights. Any such legal process is subject to the Bank's security interest and the right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your account. Any fees or expenses the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank. We may, but are not required to, send a notice to you of the legal process. The Bank will not pay interest on any funds that are held pursuant to legal process. You understand and agree that the Bank will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold or freeze placed on your account or resulting from levies, garnishments, lien claims, or other legal processes. If the legal process directs us to release information about

one or more, but not all, accounts reported on a combined statement, we may release the combined statement. If the legal process directs us to release information only from a certain timeframe, we may release the entire statement or other record that contains information within the requested timeframe even if it includes information outside the directed timeframe. If the legal process requests information about one or more, but not all, account owners or co-signers, we may release information about all of the co-signers on the account and all accounts owned by such persons. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Disputes. Sometimes we are brought into the middle of a dispute between account holders or authorized signers over an account or a dispute between account holders or authorized signers claiming to be owners of, or the person entitled to control or withdraw funds from, a deposit account. When we know or suspect that this is happening, we may choose any of the following courses of action:

- We may ignore instructions (such as an instruction by one account holder or authorized signer not to honor items or other withdrawal orders by another account holder or authorized signer) for the account unless all account holders or authorized signers sign the withdrawal, deposit, check or instructions;
- We may freeze the account and withhold payment from all of you until we receive written proof (in a form and substance satisfactory to us) of your right and authority over the account and its funds;
- We may require that all account holders or authorized signers sign any instruction, or other withdrawal order even though the signature card for the account does not require all those signatures to authorize a withdrawal. If your account is a power of attorney account, we may require approval of the principal, or if a trust account, we may require approval of other trustees or the beneficiary(ies);
- We may "restrict" the account, until satisfactory evidence has been received by us confirming your right or authority over the account or that the dispute has been resolved, or we may close the account and issue a single cashier's check for the account balance jointly payable to all account holders, and we may mail or deliver that check to any one of the account holders;
- We may request instructions from a court of competent jurisdiction at your expense regarding the ownership or control of the account;
- At our discretion and without liability to us, we may or may not continue to honor withdrawals or other instructions given to us by any individual(s) with actual, implied or apparent authority on our records to access the account;
- We may deposit the account balance with the clerk of a court in connection with an interpleader action we bring or in response to a court action naming us as a party. The court would then decide who is entitled to the funds. If we make an interpleader deposit with the court, the court may be asked to award us our costs, including attorney's fees (including in-house attorney fees), which may be payable out of the deposit;
- We may close your account; or
- We may take any other action we believe to be reasonable under the circumstances even if the action is not listed here.

The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any Items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

Additions. If we allow additions, we will give only provisional credit until collection is final for any items, other than cash, that we accept (including items drawn "on us"). We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a Business Day we are open, or received on a day we are not open for business, as if initiated on the next following Business Day that we are open.

Withdrawals and Transfers. Only those of you who sign the agreement may withdraw funds from this account. (In appropriate cases, an authorized legal representative, a beneficiary of a trust or a pay-on-death

account whose right of withdrawal has matured, or a newly-appointed and authorized representative of a legal entity, as applicable, may also withdraw from this account.) We are not required to comply with any multiple-signature requirement, even if your signature card specified that multiple signatures are required, or you have otherwise instructed us to do so. This requirement is for your internal control purposes only and is not binding on us; we may disregard any instructions requiring more than one signature and we have no duty to enforce such internal requirements. This means that we may act on the oral or written instructions of any one signer on the account to make withdrawals, transfer funds, obtain/provide ancillary services (e.g. electronic fund transfer services or wire transfers), and act on any other instructions concerning your account, and because of our use of automated systems, we cannot determine a dual signature requirement is being violated. We will not be liable to you if we pay out funds from your account if authorized by any one of the persons authorized to sign on the account, regardless of whether or not you require more than one signature. This means, for example, that if two of you sign the agreement, then either of you may request withdrawal of the entire account balance at any time. These same rules apply to define who can request our consent to a transfer. This account may not be transferred or assigned without our prior written consent. An account is not considered transferred if ownership of the account changes due to circumstances relating to: death, bankruptcy, marriage, divorce, judicial attachment, incompetence or other legal means; or if it is reissued by us in another's name.

Setoff. We may (without prior notice and when permitted by law) set off the funds in any of your account(s) against any due and payable debt any of you owe us now or in the future. This right of setoff does not apply to this account if prohibited by law.

If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. If a debt is owned by a beneficiary to this account, we may reduce that beneficiary's share of the account balance by the amount owed at any time if all account owners are deceased.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

1. it is an Individual Retirement Account or similar tax-deferred retirement account, or
2. the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
3. the debtor's right of withdrawal only arises in a representative capacity, or
4. setoff is prohibited by the Military Lending Act or its implementing regulations.

You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

For Indiana residents only: all joint depositors specifically agree that the provisions of Indiana Code 32-17-11-17 and 32-17-11-27, regarding the proportion of net contribution by each joint depositor, shall not apply to any charge to an account under this section, and we shall have the right to deduct from any such account the amount of any due and payable debt to us from any joint depositor up to and including the entire balance of any such account without regard to the contribution to the account.

For New Jersey residents only: You agree we will not be liable for payments made pursuant to the Multiple Party Deposit Account Act of the State of New Jersey, N.J.S.A. 17:16l et seq. (P.L. 1979, c.491) ("The Act"). Any Multiple Party Account ("joint", "in trust for" or "P.O.D." Accounts) may be paid, on request, to any one or more of the parties.

Pledges. This account may not be pledged without our prior written consent. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor, pay-on-death beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject to the payment of the debt.

Early Withdrawal Penalties. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal.

In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Address or Name Change. You are responsible for promptly notifying us of any change in your mailing address or your name.

Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders (a written change of address request includes requests initiated through Online Banking). Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us and unless properly notified of the address change any notice we provide will be valid if sent to your most recent address. Address changes on accounts will be authorized if Flagstar Bank receives notification from either an account owner or the United States post office. If provided elsewhere, we may impose a service fee if we attempt to locate you.

You must inform us when making an Address Change with the Post Office. By informing us of an Address Change, (either a Seasonal or Permanent Address Change), we can help you safeguard your personal information and potentially prevent you from becoming a victim of Identity Theft. We can even set an expiration date on Seasonal Address Changes so that when you return, your bank statements will be directed to the proper address. If you fail to notify us regarding a Change of Address or Forwarding instructions (either for Seasonal or Permanent Address Changes), the following will occur: In accordance with the Terms and Conditions of the account, when we receive your first returned statement a return mail fee will be charged to your account. If you still do not change your address, a return mail fee will be charged after the second returned statement and again after the third statement. For your protection, your account will be frozen, after the third return mail fee is assessed and all transaction activity will be declined until you update your mailing address information with us. After the third returned statement, your statement delivery will be suppressed and no additional return mail fees will be assessed. Once you notify us of your Change of Address, we will update your address on the account(s) you indicate and your account(s) will then be reactivated. You will then begin to receive your account statement(s), and all other notices at your new, or temporary/seasonal address and normal banking activity will resume on your account(s).

Unclaimed Property. Your property may be transferred to the appropriate state if no activity occurs in the account or if you have not taken any other action permitted under applicable state law, within the time period specified by, and under the procedures established by state law. Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. We may assess a fee for escheated accounts, where permitted by state law.

Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed.

Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, other Items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) Business Days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account. After we receive notice of death or adjudication of incompetence, we may freeze the Balance, refuse to Post transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify the death or incompetence and to establish a new person's authority to transact on or close the account.

Withholding of Income Tax. Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN); (2) you fail to provide us with the required certified information; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN. We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

Non-resident aliens and foreign entities that are not subject to information reporting must certify their exempt

status by completing an appropriate IRS certification form (e.g., W-8 BEN, W-8 BEN-E, etc.) and by providing any other information and/or certifications requested by the Bank in order to verify their foreign status. Non-resident aliens and foreign entities may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

In addition, certain foreign entities may be required to provide additional information under the Foreign Account Tax Compliance Act (FATCA), and under FATCA the Bank may be required to withhold on certain payments. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Account Inquiries. We may answer inquiries about our relationship and experience with you unless the inquiry is prohibited by applicable law. You authorize us, in our sole discretion, to provide funds availability verification upon oral (including telephone) or written inquiry, made by a person whom we, in good faith, believe to be the payee or other holder of a check that you have written, regarding sufficient funds to cover the check. This provision does not obligate us to verify funds availability and we can refuse to verify such availability without cause and without giving you prior notice, even if we have honored similar requests on prior occasions, for the same person or other persons. We shall have no liability to you based upon any claim that we did or did not provide such information.

Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

Monitoring and Recording Telephone Calls and Consent to Receive Communications. We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging or email.

- You authorize us to contact you regarding any of your accounts with us using any telephone numbers or email addresses you have previously provided to us or you may subsequently provide to us as authorized by applicable law and regulations. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.
- Your authorization does not provide us permission to contact you through the use of text messaging, pre-recorded or artificial voice messages or automated dialing devices for telemarketing purposes, unless documented elsewhere.

Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

Limitation Of Liability. Unless otherwise provided by law, you agree we will not be liable for any damages, of whatever nature, unless we have acted in a manner that would constitute gross negligence or willful misconduct, and your loss or damages are the direct result of such gross negligence or willful misconduct. You agree that in no event will we be liable for indirect, special, consequential, punitive, or exemplary damages,

regardless of the form of the action, and even if we have been informed of the possibility of such damages. Our liability will be limited to the face amount of an Item if a claim relates to our failure to stop payment of the Item or our payment of an Item bearing an unauthorized or forged drawer's signature, forged endorsement or an alteration.

Waiver Of Trial By Jury. We and you hereby waive right to trial by jury in any lawsuit, action, proceeding, including counterclaims, of whatever nature or type, including actions in contract or tort, arising out of or relating to these terms and conditions, your relationship with us, or any account, service or product used by you.

Severability. In the event that any Term, Condition or provision of this agreement is held unenforceable, the validity or enforceability of the remaining Terms, Conditions and provisions will not be affected, and the unenforceable Term, Condition or provision will be replaced with an enforceable Term, Condition or provision that comes closest to the intention underlying the unenforceable provision.

No Waiver. Unless specifically set forth in this booklet, we will not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Dispute Resolution by Binding Arbitration. This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in subsection (11) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

1. **CLAIMS SUBJECT TO ARBITRATION** - Except as specified in subsection (2) below, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- a. claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory or common-law legal theory;
- b. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- c. claims for mental or emotional distress or injury not arising out of bodily injury;
- d. claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- e. claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- f. claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- g. claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we," "us," and "our" mean Flagstar Bank and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities' agents and employees. In addition, references to "you" and "your" mean the account owners, all authorized or unauthorized users or beneficiaries of the account, each of those person's assignees, heirs, trustees, agents, or other representatives, and if the account owner is a business, the account owner's parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of those entities' agents and employees. This arbitration provision does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf. Nor does this arbitration provision preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. **CLAIMS NOT SUBJECT TO ARBITRATION** - You and we agree that the following disputes or claims cannot be arbitrated:

- a. claims arising from bodily injury or death;
- b. claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- c. claims relating to residential mortgages or an extension of credit under a separate agreement or note

(such as a separate loan agreement, promissory note, or bank card agreement), which shall be governed by the dispute-resolution procedures set forth in that separate agreement or note; and

- d. disputes over the scope and enforceability of this Dispute Resolution by Binding Arbitration section, whether a dispute or claim can or must be brought in arbitration, or whether subsections (4) or (8) have been violated.

3. **PRE-ARBITRATION NOTICE OF DISPUTES AND INFORMAL RESOLUTION** - Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent to: Flagstar Bank, N.A., Attn: Deposit Account Arbitration, P.O. Box 9085, Hicksville, NY 11802-9085 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must include: (a) the claimant's name, address, and phone number; (b) the account number(s) at issue; (c) a description of the nature and basis of the claim or dispute; and (d) the specific relief sought. In addition, the Notice must be personally signed by you (if you are the claimant) or by a bank representative (if we are the claimant). Moreover, to safeguard your account, if you have retained an attorney to submit your Notice, you must also provide your signed written authorization for us to discuss your account and share your confidential account records with anyone but you, including your attorney ("Attorney Authorization").

Whoever sends the Notice must give the other party 60 days after receipt of a fully complete Notice (including your Attorney Authorization, if required) to investigate the claim. During that period, either you or we may request an individualized discussion (by telephone or videoconference) regarding settlement ("Informal Settlement Conference"). The parties must work together in good faith to select a mutually agreeable time during business hours for the Informal Settlement Conference (which can be after the 60-day period). If we request the Informal Settlement Conference, we will suggest at least two times during the following 30 days for your consideration. You and a bank representative must personally participate in the Informal Settlement Conference, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

Any applicable statute of limitations or contractual limitations periods will be tolled during the "Informal Resolution Period," which is the period between the date that a fully complete Notice (and Attorney Authorization, if required) is received by the other party and the later of (i) 60 days later or (ii) the date an Informal Settlement Conference is completed, if timely requested.

4. **COMMENCING ARBITRATION** - An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. A court will have authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subsection (3).

5. **ARBITRATION PROCEDURE** - The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by agreement of the parties or, if there is not agreement, by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they will comply with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties and counsel. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling is not binding in proceedings involving other customers. Except as provided in subsection (8) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law and this Agreement. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or videoconference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential

findings and conclusions on which the award is based.

6. **MINIMUM RECOVERY** - During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you are the claimant, you had complied with this subsection and subsections (3) and (4), and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$1,000 in lieu of any smaller award (the "Minimum Recovery"). In determining whether you are entitled to the Minimum Recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the Minimum Recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits.

7. **ARBITRATION FEES** - We will pay all AAA filing, administration, case-management, hearing, and arbitrator fees ("AAA Fees") if we initiate an arbitration. The AAA Rules will govern the allocation of AAA Fees if you initiate an arbitration. But if your claims are valued at \$10,000 or less, we will pay all AAA Fees, so long as you have fully complied with the requirements of subsections (3) and (4). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request at the Notice Address that you have commenced arbitration or, if the AAA makes you pay the filing fee, we will send that amount to the AAA and request that the AAA reimburse you. If, however, the arbitrator finds that you violated the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all AAA Fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules.

8. **REQUIREMENT OF INDIVIDUAL ARBITRATION** - The arbitrator may award relief (including monetary, declaratory, or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief, non-individualized proceedings, or consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

9. **ADDITIONAL PROCEDURES FOR COMPLEX DISPUTES** - If you are a business and the relief sought by either you or us in an arbitration exceeds \$75,000 in value (not counting amounts sought for punitive or treble damages or for attorneys' fees or costs), then the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply, and the Commercial Rules will govern the allocation of AAA Fees instead of subsection (7). If you are a consumer and the relief sought by either you or us in an arbitration exceeds \$1,000,000 in value (not counting amounts sought for punitive, treble, or emotional harm damages or for attorneys' fees or costs), then the same switch to the Commercial Arbitration Rules shall apply if both you and we agree. In addition, in such cases, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.

10. **FUTURE CHANGES TO ARBITRATION PROVISION** - Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice, personally signed by you and containing the account numbers for which you wish to reject the changes, within 30 days of the first notice change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

11. **RIGHT TO REJECT ARBITRATION PROVISION** - If you do not wish to arbitrate, you may reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid,

a Rejection Notice must: (a) include your name, account number(s), and a statement personally signed by you that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 days after the opening of your account. If an arbitration provision has been added for the first time to the agreement for an existing account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that agreement. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

12. **MILITARY LENDING ACT** - If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

13. **FORUM SELECTION** - Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in New York will have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the section entitled Dispute Resolution by Binding Arbitration or any of its parts. You and we consent to the jurisdiction and venue of those courts and waive any objections as to personal jurisdiction or venue or any right to seek to transfer or change venue to another court.

Daily Balance Computation Method. The interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of Interest on Noncash Deposits. Interest begins to accrue on the Business Day (Monday through Friday, excluding federal holidays, unless defined elsewhere in the Disclosure Guide) you deposit noncash items (for example, checks) into your account.

Final Maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Deposit(s) Limitations. After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account.

Withdrawal Limitations. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Fees and Charges. The following fees and charges apply to this account:

Ownership Change Fee.....	\$25
Levy, garnishment, child support or other legal action (each).....	\$100

Fees could reduce earnings.

Grace Period. The grace period is 10 calendar days.

Renewal Policy. Review the Certificate of Deposit Additional Terms and Disclosures for your Account to determine if your certificate of deposit account will renew at maturity.

- **Automatic Renewal.** Your account will automatically renew at the same the interest rate we offer on new certificates of deposit accounts on the maturity date, with the same minimum balance (if any) and other features as the renewed certificate of deposit account and will mature on the date indicated on the front of this notice. Interest earned during one term that is not withdrawn is added to principal for the renewal term. Except where variable rate rules apply, we will determine the rate for each renewal on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the rate will be.

If this account is part of the Elite Program, it will renew at the original Program rate. Liquid certificate of deposit accounts will renew into a non-liquid certificate of deposit account with the same term. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period, if any) or we receive written notice from you before maturity of your intention not to renew. We may prevent renewal if we mail notice to you at least 30 calendar days before maturity.

- **Single Maturity.** Your account will not renew automatically at maturity. Your balance will be placed

in an interest-bearing, Post-Maturity account.

TRUTH IN SAVINGS – ACCOUNT DISCLOSURES - POST-MATURITY ACCOUNT

Rate Information. The interest rate and annual percentage yield (APY) have not yet been determined. The interest rate and APY will be determined on your maturity date. Phone (888) 248-6423 on the maturity date noted to obtain the interest rate and APY.

Compounding and crediting. Interest is both compounded and credited into this account quarterly.

Effect of closing the account. If you close your account before interest is credited, you will receive the accrued interest.

Minimum balance. No minimum balance requirements apply to this account.

Balance computation method. The interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of interest on non-cash deposits. The interest will begin to accrue on the Business Day you deposit noncash items (for example, checks) into your account.

Transaction Limitations. You may make an unlimited number of deposit(s) into and withdrawal(s) from your account.

Fees. Please refer to our separate Common Features-Fee Schedule for fees and service charges that may apply to this account.



About Your Privacy

FACTS	WHAT DOES FLAGSTAR 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 • Credit history and credit scores • Account balances and payment history When you are no longer our customer, we continue to share your information 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 Flagstar Bank chooses to share; and whether you can limit this sharing.

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

QUESTIONS?	For any privacy questions please visit flagstar.com or call (800) 634-6486.
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WHO ARE WE	
Who is providing this notice?	Flagstar Bank N.A. and its affiliates that use a Flagstar name
WHAT WE DO	
How does Flagstar Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Flagstar Bank collect my personal information?	We collect your personal information, for example, when you: • Open an account or apply for a loan • Deposit money or use your debit card • Pay your bills We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include New York Community Bancorp, Inc. and companies with a Flagstar name.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Flagstar Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include categories of companies such as other banks, insurance companies, credit card companies, and financial service providers.</i>
OTHER IMPORTANT INFORMATION	
Personal information received for issuing prepaid cards for government agencies will not be used for marketing purposes despite the reservation of rights above. California Residents – In accordance with California law, we will not share information we collect about California residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law. Vermont Residents – In accordance with Vermont law, we will not share information we collect about Vermont residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will not share creditworthiness information about Vermont residents among Flagstar's affiliates except with the authorization or consent of the Vermont resident.	