

Addendum to Facts about your Guaranty Bank Deposit Accounts Effective September 15, 2009

Effective September 15, 2009, Deluxe ID TheftBlock® Basic will be replaced with Guaranty ID Reclaim®. Guaranty ID Reclaim is available on Personal and Business Checking Accounts at no charge.

Guaranty ID Reclaim® Program Terms and Conditions effective September 15, 2009

- The term “Consumer” refers to Personal and Business Checking Account holders covered under the ID Reclaim Program through his/her financial institution.
- Identity theft recovery services are provided by Merchants Information Solutions Inc. (“Provider”).
- The Consumer may access recovery services under the ID Reclaim Program by first contacting his/her financial institution, which will verify eligibility and submit the Consumer’s case to the recovery service Provider.
- Eligibility for recovery services is based on identity theft events that are discovered or first known to the Consumer and are reported to the named Provider during the eligibility period.
- The eligibility period begins at either the start date of the financial institution’s Program or the first date that the Consumer became eligible for the services under the Program, whichever is later. The Consumer’s eligibility continues as long as the financial institution ID Reclaim Program continues or until the end of the period for which the Consumer has paid.
- Consumers who have identity theft events that were discovered prior to the beginning of the eligibility period are not eligible for services under this program.
- Eligibility for recovery services is provided to the Consumer with a personal or business account at the financial institution.
- The Consumer must be a person age 18 or older to participate in the credit monitoring option (ID Reclaim Plus).
- The services under this program are non-refundable, non-cancelable and non-transferable. Services not utilized will cease with no cash value.
- For purposes of services under this program, identity theft is defined as fraud that involves the use of a Consumer’s name, address, Social Security number, bank or credit/debit card account number, or other identifying information without the knowledge of the Consumer, which is used to commit fraud or other crimes.
- Services are only available to residents of the United States. In the event of identity theft that occurs outside of the United States, identity recovery is only performed with agencies and institutions in the United States or territories where U.S. law applies.
- The Provider will not provide credit counseling or repair to credit that legitimately is the responsibility of a Consumer.
- The Provider may refuse or terminate services under this agreement if it is deemed that a Consumer is committing fraud or other illegal acts, making untrue statements or failing to perform his/her portion of the recovery plan. The Provider will not refuse or terminate services based on the complexity of the case.
- The Provider cannot be held responsible for failure to provide or for delay in providing services when such failure or delay is caused by conditions beyond its control. Services do not cover reimbursement for financial losses of any kind arising from the identity theft or recovery thereof.
- Recovery Term: At the end of the eligibility period, a Consumer who is actively engaged in the recovery process due to an identity theft event shall continue to be eligible for and receive services until such time as his/her recovery plan for such identity theft event is complete. There is no time limit on how long the recovery process will continue.