

# TIME DEPOSIT ACCOUNT TERMS AND CONDITIONS

This Time Deposit Account Terms and Conditions (the "Agreement") is a part of and incorporated into S&T Bank's Deposit Account Agreement and Disclosures (the "DAAD"). Unless otherwise defined, any capitalized words herein have the same definitions as provided in the DAAD. Conflicts between the terms in this Agreement and the terms of the DAAD shall be resolved in favor of the terms in this Agreement if the conflict involves a Time Deposit Account.

# Time Deposits (Regular Certificate of Deposit)

Current rate and Annual Percentage Yield (APY) information may be obtained at any S&T office or by calling toll free 800.325.2265. The APY assumes that the interest earned remains on deposit until maturity. We use the daily balance method to calculate the interest on your Time Deposit Account. This method applies a daily interest rate to the principal in the Time Deposit Account. Interest is accrued daily and will be compounded and credited to your Time Deposit Account at maturity if the term is less than one year, or semiannually if the term is one year or greater. Interest begins to accrue on the business day you deposit your cash or non-cash items. Time Deposit Accounts with maturities less than one (1) year require a \$1,000 minimum deposit. Time Deposit Accounts with maturities equal to or greater than one (1) year require a \$500 minimum deposit. Promotional Time Deposit Accounts may have different requirements and will be disclosed on the current deposit rate sheet.

This Time Deposit Account will automatically renew at maturity unless your Time Deposit receipt is marked "Non-Renewable." No interest will be paid beyond maturity for a non-renewable Time Deposit Account. You will have ten (10) calendar days beginning on the date of maturity to withdraw your funds without being charged a penalty for renewable Time Deposit Accounts. The Bank may call this Time Deposit Account for redemption on the date of maturity, or any extended date of maturity, by giving thirty (30) days written notice via the U.S. ordinary mail to the last known address of the holder of record.

If the Time Deposit Account is redeemed, no interest will be paid past the maturity date. Interest will not be paid during the ten (10) calendar day grace period on withdrawn funds. After the Time Deposit Account is opened, you may not make deposits into your account\* or withdrawals from this account until the maturity date. Withdrawals made prior to maturity will be charged a penalty.

If any of the deposit is withdrawn before the maturity date, penalties, as defined below, may be imposed, and could reduce the balance in your Time Deposit Account and affect the APY for your account:

**Early Withdrawal Penalty** 

<u>CD Term</u>	<u>Penalty</u>
7-31 days	The greater of the following:
	1) A minimum of seven (7) days simple interest <b>OR</b>
	<ol> <li>All interest that could have been earned on the amount withdrawn during a period equal to one-half the term OR</li> </ol>
	3) All interest earned on the amount withdrawn from the most recent date of deposit, or date of maturity or date upon which notice was given.
Greater than 31 days to 12 months	Three (3) months simple interest
Greater than 12 months to less than or equal to 47 months	Six (6) months simple interest
Greater than 47 months	Twelve (12) months simple interest

### **Exceptions**

### We are permitted to allow an early withdrawal and waive the above penalty if:

- 1. Any Time Deposit Account owner dies or is declared incompetent, or
- 2. This is an IRA or Keogh account, and you are at least 59 ½ years of age or disabled at the time of the withdrawal request, or
- 3. This is a revocation of a new IRA or Keogh plan and the request for withdrawal is made within seven days of establishing the plan. (The penalty in such case will be all interest earned on the amount withdrawn).

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#### Set Offs

If I owe S&T Bank money, either directly or indirectly, S&T Bank may use the funds in my Time Deposit Account(s) as payment upon such debt. If your Time Deposit Account is a Joint Account, each joint owner hereby acknowledges S&T Bank's right to offset the debt of any one or both of the joint owners.

## **No Penalty Option**

If your Time Deposit Account has a no penalty option, the entire certificate may be redeemed without penalty after the first seven (7) days. No withdrawals permitted during the first seven (7) day period and partial withdrawals will not be permitted without penalty. The promotional APY and interest rate will not be applied to existing Time Deposit Accounts that roll over.

### **Joint Account**

If your Time Deposit Account is designated as a Joint Account (as defined in the DAAD), deposits and any additions thereto shall be the property of any Person named on the Time Deposit Account. We may release the entire amount, or any portion, in this Time Deposit Account to any Person named on this Time Deposit Account. We may honor withdrawals, orders or requests from any Person named on this Time Deposit Account. We may, upon receipt of a court order or under other valid legal process, remit funds held in the Time Deposit Account to satisfy a judgment or other valid debt incurred by any person named on this Time Deposit Account. One Joint Account holder cannot remove another from the title of the Joint Account. Each Joint Account holder hereby appoints the other account holder(s) as his or her agent for the purpose of requesting services relating to the Time Deposit Account. We can notify one of you and the notice will be effective for all of the account holders. Similarly, one of you can notify us and we will consider it to be notice from both of you. In the event of death of any person named on this Time Deposit Account, we may continue to honor withdrawals, orders, or requests by any surviving person named on this Time Deposit Account. In the event of death of any person named on this Time Deposit Account. In the event this Time Deposit Account is designed as a Joint Account with no survivorship, then upon receipt of notice of the death of any person named on the Time Deposit Account, we may freeze the account until we have satisfied ourselves that all legal documents necessary to make payment have been delivered to us, or a court orders us as to the disposition of the Time Deposit Account.

## **Custodial Account**

If you have set up the Time Deposit Account as a Custodial Account, you agree that the Time Deposit Account shall be subject to the Transfers to Minor Act of the state where the Time Deposit Account is opened. If your Time Deposit Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically and S&T Bank has a branch office in your state when your Time Deposit Account is opened, this Agreement is also governed by the laws and regulations of that state. If you have deposited money in your own name with a named beneficiary, you can withdraw the money or close the Time Deposit Account. If you die, the beneficiary or his or her legal representative can withdraw the balance. We will not release any funds, however, until all legal documents have been delivered to us, and a check will be made payable to all beneficiaries.

# S&T-Bill CD/Smart Start T-Bill CD

The S&T-Bill CD/Smart Start T-Bill CD Time Deposit Accounts are subject to the following terms and conditions:

- Interest Rate A variable rate will be paid on these Time Deposit Accounts throughout the life of the account. The rate of interest will be tied to the 91-Day Treasury Bill rate (discount rate in effect for the last treasury bill auction of the previous month). Interest will be compounded and credited quarterly on March 31, June 30, September 30, and December 31. The rate on the entire account balance will be adjusted monthly to become effective the first business day of each month.
- Deposits made during the month will earn the effective rate from the date of the deposit until the rate adjusts.
- Customer must have an S&T Bank checking or savings account to open S&T-Bill CD/Smart Start T-Bill CD Time Deposit Accounts.
- A minimum deposit of \$500 is required to open a S&T-Bill CD and a minimum deposit of \$250 is required to open a Smart Start T-Bill CD. Additional deposits may be made through automatic transfers from an S&T checking or savings account. Deposits may also be made at any branch location.
- Minimum transfer amount for the S&T-Bill CD is \$50 and the minimum transfer amount for the Smart Start T-Bill CD is \$20.
- If withdrawals are made from these Time Deposit Accounts prior to the maturity date, a penalty of 90 days simple interest will be imposed.

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