

# Terms and Conditions of Your Account

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## 111 Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.





## 16) Withdrawals, Closures

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfer regulations. In some types of transactions the check or similar item is either returned from circulation (re-present) or given back to you. As a result, we have an opportunity to review designations or otherwise examine the original check or item. You agree that, as to items of any item or to which we have an opportunity to examine the signature, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

## 17) Ownership of Account and Beneficiary Designation

These rules apply to the account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our systems unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship.** One for As Person Is Common. This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship.** As Person Is Common. This is owned by two or more persons, but none of you intend consent to opening this account to create any right of survivorship in any other person. We encourage you to agree and follow in writing the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust Account.** If two of you create such an account, you own the account jointly with survivorship. Beneficiary/owner withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, each beneficiary will own the account in equal shares, without right of survivorship. The person(s) creating this account agree reserve the right to: (1) change beneficiaries, (2) change account rules, and (3) withdraw all or part of the account funds at any time.

## 18) Business, Organization, and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity creating the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

## (8) Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about these rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in-time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. However, the most of funds a may for us to execute a stop-payment order is by using an automated process. To be effective, your stop-payment order must positively identify the number, date, and amount of the item, and the item.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was not your stop-payment order will lapse after 18 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorney's fees. You agree to wa all rights against the issuer of any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to receive payment against you despite the stop-payment order.

Our stop-payment cutoff time is the first after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## (9) Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same person and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephone transfers from a savings account, if any, are described elsewhere.

## (10) Amendments and Terminations

We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert the account to another account type, or close the account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, or in writing a periodic statement, or through any other method permitted by law. If we close the account, we will transfer the account balance to you or your agent periodically, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be immediate for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to review any term of this agreement. However, such review shall not affect our right to enforce the term as a term that

## **(7.0) Deposits and Withdrawals, Continued**

If you request that we close your account, you are responsible for having enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and transfer the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be debited. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any cash debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

## **(7.1) Cancellation of Client's Power**

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to there or to control client assets, such as obtaining your mailing addresses, on any account statements or disclosures that are part of our agreement with you. For errors on your periodic statements, please refer to the Statements section.

## **(7.2) Notices**

Any notice under this agreement is effective when we actually receive it, and it must be given to us according to the specific delivery instructions you told us before, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your e-mail or other electronic method to which you agreed, will be treated as delivered to you when sent.

## **(7.3) Statements**

**Your Duty to Report Unauthorized Signatures, Including Forgeries and Counterfeit (Sticked and Altered) or Debits and Other Items.** This section states your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. In between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially complied with the law). The law could favor only with respect to losses on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us or any item in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to the one stated in the first paragraph of this section.

**Your Duty to Report Other Errors or Problems.** In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an missing error or an missing credit or an unreported deposit amount - also, if you receive or we make





## **(21) Restricted Internet Gambling Notice**

Restricted transactions as defined in Federal Reserve Regulation DD are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in internet internet gambling.

## **(22) ACH and Wire Transfers**

This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, or send every existing or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A (b)(7) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credits can be made by ACH. If we create a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## **(23) International ACH Transfers**

Financial institutions are required by law to cooperate with any international ACH transfers (IAIT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAIT and possibly affect the settlement and/or availability of such payments.

## **(24) Facsimile Signatures**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, that are drawn on us. You give us the authority to verify the identity of the signer or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature systems that we use, and maintain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

## **(25) Authorized Signer**

The authorized signer is hereby designated to conduct transactions on behalf of the owner or owners. Owners do not give us any rights to act on their account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries. If any order drawn by withdrawing funds from the account, Owners are responsible for any misstatements of the authorized signet. We undertake no obligation to monitor transactions to determine that they are on behalf of the owner.

We may continue to honor the transactions of the authorized signer 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 on that notice or knowledge. We may refuse to accept the designation of an authorized signet.

## (26) Authorized Signer, Continued

For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatory requirements), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to accept the account will continue only as long as no owner has revoked authorization. If another owner terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

## (26) Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these instructions or instructions on your checks. Examples of restrictive legend placement include an "must be presented within 90 days" or "not valid for more than \$1,000.00." The paper's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

## (27) Account Transfer

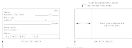
This account may not be transferred or assigned without our prior written consent.

## (28) Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsements for any items we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or check stub is processed without delay, you must endorse it (flip it on its back) in a specific area. Your entire endorsement (including a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsement marks (a mark or mark ink), so that they are available by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of this edge.



## **(24) Instruments, Continued**

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It is important that you confirm the instrument information on this area about the remaining blank space will be used by others in the processing of the check to place additional needed instrument and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that we incur because your instrument, another instrument, or information you have printed on the back of the check causes us instrument. These instrument provisions apply to both personal and business checks.

## **(25) Death or Incompetence**

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You agree to notify us promptly if any person with a right to withdraw funds from your account dies or is adjudicated incompetent by the appropriate official jurisdiction. We may continue to honor your checks, items, and instructions until we are aware of your death or adjudication of incompetence, and if we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or credit-checker claims on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## **(26) Fiduciary Accounts**

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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 executor, administrator, or conservator 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 laws.

## **(27) Credit Verification**

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You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## **(28) Legal Actions Affecting Your Account**

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If we are sued with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account termed "legal action" in this section, we will comply with the legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with respect to such legal action. Subject to applicable law, we may, in our sole discretion, choose to honor the orders in the account and not allow any payments or withdrawals of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves the funds of you. In those cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any loss or expense we incur in responding to any legal action (including, without limitation, attorney's fees, and out-of-pocket expenses) may be charged against your account, unless otherwise prohibited by applicable law. The law of law applicable to your account(s) - provided elsewhere - may specify additional law that we may charge for responding to certain legal actions.

## CDL Account Security

**Your Duty to Protect Account Information and Methods of Access.** Our policy may require methods of verifying your identity before providing you with a receipt or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, present and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, photograph, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, mobile, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the confidentiality of the sign. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your assets. An account number can be used by others to issue an electronic debit or to provide your number on a wire-direct draft which looks like and functions like an authorized check. If you furnish your account device or information and grant actual authority to make transfers to another person in family member or unrelated, for example whether through the authority, you are liable for the transfer unless we have been notified the transfer by that person are to be kept authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact or directly and enter the payment.

You may also take precaution in safeguarding your check checks, finally as an case if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you may bear the loss entirely yourself or share the loss with us; you may bear to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss.

**Positive Pay and Other Fraud Prevention Services.** Except for positive electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such opt-out includes positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment made, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

## CDL Interactions From Now

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via the Internet, text-message, email, voicecall, or phone call to a facsimile number, email address, or phone number not designed by us for a particular purpose or for a purpose that is unrelated to the request or transaction.

## CDL Marketing and Advertising Telephone Calls and Account Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive consistent and efficient service. You consent in advance to our call recording.

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. In contacting you about your account, we may use any telephone number or email address that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

## **(B) Monitoring and Recording Telephone Calls and Account Communications, Continued**

We acknowledge that the number we use to contact you may be assigned to a hotline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio communication service, or any other service for which you may be charged for the call. We acknowledge that we may contact you by voice, videotext, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

## **(C) Claims of Loss**

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an automatic recurring consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, 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 reasonably 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 loss, missing, or stolen checks or unauthorized withdrawal. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in good faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or the attorney's fees incurred by you. You agree that you will not make any claim, you have no cause or your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, in our opinion, waive 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 third-party sources.

## **(D) Early Withdrawal Penalty and Partially Withdrawals**

We may impose early withdrawal penalty 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 error 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 partially withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

## **(E) Changes in Name and Contact Information**

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check tendered here is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## **(F) Placing Account Debts**

We may place an administrative hold on the funds in your account (before payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interests; (2) others claiming an interest in or ownership or beneficial use 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.

**(b) Notice of Action**

To the extent permitted by law, you waive any notice of non-payment, default or protest regarding any letter credited to or charged against your account. For example, if you deposit on time and it is returned unpaid or we discover a notice of suspension, we do not have to notify you unless required by Federal Regulation CC or other law.

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