

# ORANGE SAVINGS ACCOUNT™ ACTIVATION FORM



Opening your  
Orange Savings  
Account is as simple  
as 1, 2, 3.

## By Mail:

1. Complete this form.
2. Attach a voided check.
3. Mail this Activation Form and your voided check to your Financial Advisor.

PLEASE PRINT CLEARLY

### YOUR INITIAL DEPOSIT AMOUNT \$

Attach a voided check only. Do not write a check for this amount!  
Your Financial Advisor will take care of transferring the requested amount  
to your new Orange Savings Account.

First Name Initial Last Name Social Security Number  
Street Address Apt #  
City State Zip Code  
Home Phone Business Phone  
E-mail Address  
Driver's License State Expiration Date Date of Birth

### AUTOMATIC SAVINGS PLAN

☐ YES! I would like to start an Automatic Savings Plan. Automatic withdrawals will be transferred from your linked checking account to your Orange Savings Account.

Please Withdraw \$

Please Start Making Withdrawals on:

Every: ☐ Week ☐ 2 Weeks ☐ Month ☐ Bi-Monthly (15th and the last business day of the month)

☐ No thanks, I am not ready to set-up an Automatic Savings Plan right now.

### JOINT ACCOUNT INFORMATION

Joint Account Holder's First Name Initial Last Name Social Security Number  
Driver's License State Expiration Date Date of Birth

### Complete only if different than Primary Account Holder

Street Address Apt #  
City State Zip Code  
Home Phone Business Phone

I understand that my account will be governed by ING DIRECT's Personal Account Terms & Conditions which will be sent to me. I agree that if the Personal Account Terms and Conditions are not acceptable to me, I will close my account and receive all of my money, in full, with no fees or service charges, along with any interest owed to me. **IRS W-9 Certification: Under penalties of perjury, I certify that:** 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. 3. I am a U.S. person (including a U.S. resident alien). Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The IRS does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

X  
SIGNATURE — REQUIRED

DATE

X  
SIGNATURE OF JOINT ACCOUNT HOLDER

DATE

## Electronic Fund Transfer Disclosure Statement

The purpose of this Disclosure Statement is to inform you of your rights under the Electronic Fund Transfer Act. The Electronic Funds Transfers we are capable of handling are indicated below. Additional services may be provided in the future as they are developed. Please read this Disclosure Statement carefully and keep it for future reference. In this Disclosure Statement, the words "you" or "your" refer to the ING Bank, fsb depositor and any authorized user(s) of the account. The words "we", "us", "our" and "ING DIRECT" refer to ING Bank, fsb doing business as ING DIRECT.

**1. ELECTRONIC FUND TRANSFER SERVICES.** The electronic fund transfer services that are available to you when you open certain accounts with us are as follows:

- A. Direct deposit of Federal Government payroll, disability, veteran's benefits, Social Security and such other Federal Government payments that you may receive and that may be deposited to your savings account, when available.
- B. Direct deposit of your paycheck to your savings account, provided that your employer offers direct deposit and you complete any forms required by your employer.
- C. Transfer funds between your ING DIRECT accounts and between your ING DIRECT accounts and the checking accounts at other financial institutions that are linked to your ING DIRECT accounts ("linked accounts") via the Internet or by calling our call center, using your Personal Identification Number ("PIN").
- D. Transfer funds from your ING DIRECT accounts to make payments to your loan account at ING DIRECT via the Internet or by calling our call center, providing your PIN and instructions.
- E. Any other deposit to your savings account which is handled electronically, such as an automated clearing house transaction.
- F. Transfer of funds as instructed by your use of a debit card that may be issued to you.

**2. CHARGES FOR ELECTRONIC TRANSACTIONS.** We do not charge a fee for our electronic fund transfer services. **We reserve the right to charge fees at a later time and will notify you if we do so as required by law.**

**3. ACCOUNT TRANSFER LIMITATIONS.** You may only transfer funds out of your savings account(s) up to six (6) times per monthly statement cycle using any combination of our electronic fund transfer services; no more than three (3) of these transfers may be made by debit card. You are not limited in the number of transfers that you may make into your savings account(s). These transfer limitations are imposed to comply with Federal Law.

## 4. RECORD OF TRANSACTIONS.

A. Pre-authorized credits. If you have arranged to have direct deposits to your account at least once every sixty (60) days from the same person, entity or company, for example, your employer, you can call us at 1-888-ING-0727 or access our website ([www.ingdirect.com](http://www.ingdirect.com)) through the Internet to find out whether or not the deposit has been made.

B. Periodic statements for all electronic fund transfers described in this Disclosure. You will receive a monthly account statement showing the status of your account(s) and electronic transactions that you made during the past month. Unless you have a loan with ING DIRECT, you may only receive a quarterly statement if no electronic transactions occur.

**5. HOW TO CONTACT US.** If you believe your PIN is no longer secure or confidential, or that someone has conducted or may conduct an electronic funds transfer without your permission, please contact us immediately by accessing our website ([www.ingdirect.com](http://www.ingdirect.com)) through the Internet or calling or writing us at: ING DIRECT, PO Box 60, St Cloud MN, 56302-0060, 1-888-ING-0727.

**6. LIABILITY FOR UNAUTHORIZED TRANSFERS.** CONTACT US IMMEDIATELY if you believe that an unauthorized transfer has occurred or may occur concerning your account(s) or that your PIN is no longer secure or confidential or may have been used without your permission. Telephoning us at 1-855-ING DIRECT is the best way of keeping your losses to a minimum. If you telephone us, we may require that you send us written confirmation of your notice to be received by us within ten (10) business days of your phone call. You may also notify us through our website ([www.ingdirect.com](http://www.ingdirect.com)) but we may also require that you send us written confirmation of your notice to be received by us within ten (10) business days of your electronic notice to us.

You could lose all the money in your account(s) if you take no action to notify us of the unauthorized transfer or the loss of security or confidentiality of your PIN. If you notify us of the loss, your liability for unauthorized transfers will be as follows:

A. If someone else used your PIN without your permission, you could lose as much as \$500 if you do NOT contact us within two (2) business days after you learn of the loss or unauthorized use and we can prove that we could have prevented the loss had you contacted us.

B. If your monthly statement shows transfers that you did not make and you do NOT contact us within sixty (60) days after the statement was mailed to you or first became available via electronic means if you elected to receive your statement electronically, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevented those losses.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

**You agree that you will not reveal your PIN to any person not authorized by you to use it and will not leave your computer terminal unattended after you have logged in using your PIN or other confidential information.**

**7. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** Telephone us at 1-888-ING-0727, write to us at ING DIRECT, PO Box 60, St Cloud MN, 56302-0060, or send us an electronic communication through the Internet at our website ([www.ingdirect.com](http://www.ingdirect.com)) as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transaction listed on a statement or receipt. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared was mailed to you or first became available via electronic means if you elected to receive your statement electronically.

You must provide us with the following information:

A. Tell us your name and account number or customer identification number;

B. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and

C. Tell us the dollar amount of the suspected error.

If you tell us orally or through electronic communication, we may require that you send us your complaint or question in writing within ten (10) business days to the above address. We will tell you the results of our investigation within ten (10) business days or twenty (20) business days for international transactions (a electronic funds transaction initiated outside the United States or Puerto Rico), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days for international transactions, to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days, or twenty (20) business days in the case of an international transaction, for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we require your written confirmation and we do not receive your complaint or question in writing within ten (10) business days, we may not recredit your account.

If we decide that there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we use in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude that no error has occurred.

We may provide you with the results of our investigation electronically if you have agreed to receive electronic communications from us.

**8. STOP PAYMENT PROCEDURE.** You may not stop payment of an electronic transfer that is not recurring once you have initiated the transaction. If you informed us, in advance, to make automatic recurring transfers out of your account, you can stop any of these transfers by calling us at 1-888-ING-0727, writing us at ING DIRECT, PO Box 60, St Cloud MN, 56302-0060, or sending us an electronic communication through the Internet at our website ([www.ingdirect.com](http://www.ingdirect.com)) in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. When you make the request, you must tell us your name and account number, the account to which the transfer is scheduled to be made, specify the exact amount of the transfer you want stopped, and the date the transfer is scheduled to be made. If you call or send us an electronic communication, we may require you to put your request in writing within fourteen (14) days after you call or send us the electronic communication.

If you ordered us to stop one of these transfers three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages, unless we require and do not receive written confirmation of an oral or electronic stop payment request within the fourteen (14) days and the transfer takes place after the fourteen (14) days, or you fail to give us proper instructions that would enable us to stop the transfer. We will not be responsible if our computer system does not act on your order because you did not give us precise and correct information. Our liability for losses or damages may be limited to actual damages that you have sustained if the failure to stop payment was due to a bona fide error, despite our procedures to avoid such errors.

**9. BUSINESS DAYS.** Our business days include every day other than Saturday, Sunday or one of the Federal Holidays or other days we are closed.

**10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We shall disclose information to third parties about your account or the transfers you make:

- A. Where it is necessary to complete transactions;
- B. In order to verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- C. In accordance with your written permission;
- D. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and/or
- E. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

**11. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER.** If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages proximately caused by our failure unless:

- A. There are insufficient funds in your account to complete the transaction through no fault of ours;
- B. The funds in your account are unavailable;
- C. The funds in your account are subject to legal process;
- D. We did not receive a direct deposit instruction;
- E. The failure is due to an equipment breakdown that you knew about before you began a transaction;
- F. The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions that we have taken;
- G. Your PIN has been reported lost or stolen or and you are using the reported/suspended PIN;
- H. We have reason to believe that the transaction requested is unauthorized;
- I. You attempt to complete a transaction which is not a permissible transaction listed above; or
- J. You did not provide us with the correct account information for those accounts to which you wished to direct a transfer.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors

**12. LIMITATION OF OUR LIABILITY.** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

# ING DIRECT Client Consent and Disclosure Acknowledgement for Individuals

To: ING Bank, fsb ("ING DIRECT") - and – [ ] ("Registered Representative") – and [ ] ("Broker-Dealer")

I understand that ING DIRECT will not allow me to obtain its products or services through the Registered Representative unless I first review and sign this form (the "Acknowledgment"). I acknowledge and agree with the following statements:

1. I am being given this form before I enter into any obligations concerning the purchase of any product or service of ING DIRECT through the Registered Representative.
2. The Registered Representative has orally described to me the commercial and legal arrangements between and among ING DIRECT, the Registered Representative, the Broker-Dealer and me that are stated in this form.
3. The Registered Representative has explained to me the differences between FDIC-insured deposit products offered by ING DIRECT, and non-deposit investment products (such as life insurance, variable annuities, mutual funds and other securities) offered by other financial services companies. Specifically, non-deposit investment products are:
  - o Not FDIC insured
  - o Not a deposit or other obligation of ING DIRECT or any other financial institution
  - o Subject to investment risks, including possible loss of principal
4. I understand that the Registered Representative is acting as my agent and not as an agent of ING DIRECT. I understand the Registered Representative is independent of ING DIRECT, but that the Registered Representative may be affiliated with a Broker-Dealer that may be owned by ING Groep N.V., which also owns ING DIRECT.
5. I understand that a different Registered Representative may be appointed by the Broker-Dealer to represent me at a future time. If the Broker-Dealer does appoint a different Registered Representative to represent me, I will be notified. I hereby give any such future Registered Representative the same rights and authority as I give the current Registered Representative in this Acknowledgment. I understand that if a new Registered Representative is appointed the commercial and legal arrangements between and among ING DIRECT, the Broker-Dealer, me, and the new Registered Representative are unchanged unless I notify you in writing otherwise, and that all terms and conditions appearing in this Acknowledgment remain valid and effective.
6. I hereby give the Registered Representative the full right and authority, as my agent, to view all of my personal ING DIRECT accounts held either individually or jointly, including access to balances and transaction history.
7. I do not object if, for administrative and compliance purposes, ING DIRECT shares information about me and my accounts with the Broker-Dealer.
8. I understand that any loan obtained from ING DIRECT may not be used for the purpose of financing the purchase of securities.
9. I agree not to hold ING DIRECT liable in any manner for harm, loss, damages, costs or expenses that I may incur as a result of, or in connection with, any of the Registered Representative's or the Broker-Dealer's acts or omissions including, without limitation, any breach of contract, tort, negligence, data breach, or breach of statutory or fiduciary duty.
10. If I terminate my relationship with the Registered Representative, I and any joint account owners will notify ING DIRECT in writing by completing any necessary document(s). If I do terminate the relationship with the Registered Representative, I understand that the Broker-Dealer has up to one year to assign me to a new Registered Representative. If I decide to terminate my relationship with the Broker-Dealer as well, I agree to notify ING DIRECT in writing.
11. ING DIRECT complies with the USA Patriot Act, designed to increase American security. I understand that, during the account opening process ING DIRECT will use information from my application form (for example my name, address, date of birth, and social security number) to verify my identity.

## Confirming Your Bank Account Information

To help ensure the security of your account, ING DIRECT requires new account holders to activate their personal identification number (PIN) and to verify certain information about their linked account before any withdrawals can be made from the ING DIRECT account, as detailed below. If you open a joint account at ING DIRECT and state that both account holders are registered on the linked checking account, then both account holders are required to activate their PINs and confirm the linked checking account by following the steps below.

1. In seven to ten days you will receive a personal identification number (PIN), delivered by US mail. Each account holder is required to activate his/her PIN by calling ING DIRECT at 866-327-4591 from his/her home phone. If you already have a PIN from ING DIRECT, you will continue to use that – no new PIN will be sent.
2. ING DIRECT will send two small deposits, each less than one dollar, to the checking account used to make the initial deposit to your ING DIRECT account. We refer to this checking account as the linked account. In two to four business days, you should check for the values of the two small deposits that ING DIRECT sent to the linked account. This can be done by calling the "linked" bank or by visiting their website.
3. Once you have your PIN number and know the amounts of the two small deposits ING DIRECT made into your linked account, call 1-866-327-4591 from your home phone number, and an ING DIRECT Associate will assist you with activating your PIN and the verifying your linked account. **IMPORTANT NOTE:** You must be calling from the home phone number listed on your application in order for us to assist you with this step.

**Remember, the verification of the PIN number and two small deposit amounts must be completed by both account holders before any withdrawals can be made from the ING DIRECT account. Please note this does not affect your opening deposit into the ING DIRECT account, which will be requested from the linked checking account the business day following the ING DIRECT account opening.**

## IRS W-9 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct social security number, and
2. I am not subject to backup withholding because
  - (a) I am exempt from backup withholding, or
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
  - (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U. S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

\_\_\_ If you would like to make this a joint account check this box.

I, \_\_\_\_\_, would like to add \_\_\_\_\_ as a joint owner to account number \_\_\_\_\_.

**CLIENT:**

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

**CLIENT:**

\_\_\_\_\_  
Joint Client Name (Please Print)

\_\_\_\_\_  
Joint Signature

\_\_\_\_\_  
Social Security Number

This document will become effective on the date ING DIRECT approves this Client Consent and Disclosure Acknowledgement.

## REGISTERED REPRESENTATIVE

**Name:** \_\_\_\_\_

**ID Number:** \_\_\_\_\_

**Name of Broker-Dealer:** \_\_\_\_\_

**Please fax this page to 1-866-327-4598 and 713-532-6613 today.**

Client Consent for Individuals Version 2.0 dated May 2, 2007