

Advertisers placing online Advertisements on websites owned or operated by Bankrate, LLC ("Bankrate Sites") must adhere to this Quality Control Program (the "QCP"). All capitalized terms used in this QCP but not otherwise defined shall have the meanings set forth in Bankrate's [Advertising Terms and Conditions](#).

Bankrate may amend this QCP from time to time, in its sole discretion, with or without notice to advertisers. Bankrate encourages advertisers to visit this QCP, available in advertiser's Media Kit and at [Bankrate.com/terms](#) to review and comply with any changes to the QCP.

Bankrate uses specific product criteria, extensive mystery shopping and rate verification processes to ensure that the data that appears on its web sites and that is distributed by Bankrate to its partners, licensees and the media is of the finest quality in terms of accuracy, timeliness and comparability.

Section 1: Lending and Banking Product Criteria; Mystery Shopping Requirements

Section I (A) LENDING

PRODUCT CRITERIA

The advertiser must meet the criteria for the applicable Advertisement type (set forth below) in order for Bankrate to display the Advertisement on Bankrate Sites. An Advertisement's failure to meet all criteria below will result in a "fail" (as described below) and will prevent the Advertisement from being displayed on Bankrate Sites.

(1) Mortgage and mortgage refinance loan rate quotes include the rates, points and annual percentage rates (APR) that lenders charge a new customer with average income for a mortgage loan on a one-unit, single-family, owner-occupied residence. Mortgage rates on Bankrate Sites cover loans that are available for the FICO score range of 660-740 with 5%-40% down payments. At minimum, rates must be quoted for the default scenario (currently 740 FICO with a down payment of 20%; 5% for FHA and VA). To participate in additional FICO/down payment scenarios, rates are required to be entered for all FICO scores from 700 through 740 with down payments of 20% through 40% (5% for FHA and VA). Loans and rates quoted must be available to all applicants who meet the required criteria. Loan quotes do not include pre-payment penalties or negative amortization. All quotes must be directly offered to the consumer by the advertiser. Quotes must be good as of the survey date; if rates change mid-day, the advertiser will update their rates immediately prior to quoting a different rate to consumers. The rate, terms and APR of the loan may vary based on a number of factors including, but not limited to, the creditworthiness of the applicant(s), the self-employment status of the applicant(s), condo or town home, the loan amount and the geographic location of the property. All quotes must be based on lock times of no less than 30 days (that begins no later than the time of conditional approval) and a total of 0 to 2 cumulative points (including discount points and origination points). Origination points must include broker's fees that are charged as a percent of the loan). All APRs must include the rate, points and all fees that could be amortized over the life of the loan per the Truth-in-Lending Act. All quotes must be for conforming loans and/or loans that can be resold on the secondary market. Mortgage refinance quotes must apply to loans with no cash out. Statewide participation is expected. FDIC-insured Banks and thrifts, and NCUA insured credit unions may advertise in select markets with additional approval from Bankrate.

- **General mortgage criteria for all mortgage products**

1. Volume rebates, SRPs and other bonuses may not be used to reduce rates, fees or points except as noted on the wholesale rate sheet.
2. The only adjustments that will be allowed are those that are directly listed on the lender's wholesale rate sheet.
3. Prepaid finance charges posted on Bankrate Sites must be the prepaid finance charges that are directly associated with the rates posted.
4. All rates that are quoted on Bankrate Sites must match the wholesale rate sheet exactly and can only be listed at par or better.
5. Buying down the rate by increasing the amount of prepaid finance charges is not permitted for rate postings on Bankrate Sites.
6. Allowable rate sheets include Fannie Mae/Freddie Mac or portfolio rate sheets.
7. The APR must include all prepaid finance charges/fees and any points required for the product.
8. Lender credits that are applied to fees must be documented and are subject to validation.

- **Prepaid finance charges** must be included in the APR displayed on Bankrate Sites. The list of prepaid finance charges below is intended to serve solely as a guideline of applicable prepaid finance charges and is not exhaustive. The following (and any other “prepaid finance charges” that you are bound to by regulation, which are included in the APR under the Truth-in-Lending Act) must be included in the “Prepaid Finance charges” column when rates are updated. These fees must include the advertiser’s direct fees and any fees that will be charged by a third party as part of the lending process. Origination fees and/or broker fees that are based on a percentage of the loan amount rather than a flat fee are points and must be disclosed in origination points.

- Administrative Fee
- Amortization Schedule fees
- Application fees (if the loan product does not require these to be charged to all borrowers) - Commitment fees
- Co-op/ condo waiver fee
- Courier fees (if required by lender)
- Discount fees (flat fee rather than points)
- Documentation preparation fees (when not customary in the area. If the title company prepares the docs, this is not included.)
- Escrow waiver fees
- Flood certification fees
- Lender’s inspection fees (lender required)
- Loan coordination fees
- Loan tie-in fee (lock fee)
- Money transfer fees
- Origination fees (flat fee rather than points)
- Points (loan discount, loan origination, broker fees)
- Processing fees
- Underwriting fees
- Review fees (underwriting)
- Secondary marketing/ wholesale fees
- Tax Service fees

- **All mortgage quotes cover a loan range***. The range for conventional, conforming fixed and ARM mortgage quotes is \$165,000 to \$453,100 (\$165,000 to \$679,650 in Alaska and Hawaii). The Jumbo fixed and ARM mortgage loan range is \$453,101 to \$1,000,000 (\$625,001 to \$1,000,000 in Alaska and Hawaii). All payments must be for principal and interest.

*There is legislation that has issued a temporary increase to the conforming loan limit in some counties.

- **Conforming and jumbo adjustable rate mortgage (ARM)** loan quotes must be based on a 30-year term and may be subject to change annually after the initial fixed-rate period, based on changes in the underlying index. All quotes on Bankrate Sites must be based on 1) a margin of 2.50 to 3.00% on the 1-year U. S. Treasury constant maturity index or 2) a margin of 2.00 to 3.00% a on the 1-year LIBOR index.

The interest rate on an ARM can adjust at specified times under the contract. The amount that the rate can increase must be determined by the allowable CAPS quoted in the mortgage loan contract. CAPS are presented as X/X/X (where the first “X” represents the maximum percentage rate increase for the first adjustment, the second “X” represents the maximum percentage rate increase for each annual adjustment after the first and the third “X” represents total maximum percentage rate increase over the life of the loan).

- **Interest Only Mortgages** must include interest only payments for the first fixed period of the term. After the initial fixed period, the rates on the loans can adjust each year thereafter. In addition, after the initial fixed rate period, the payments must be based on principal plus interest resulting in a considerably higher payment.

- **The APR quoted for an ARM is a fully indexed APR.**

- **30-year fixed FHA mortgage** loan quotes must be based on a loan amount of the lesser of \$165,000 or the Federal Housing Administration maximum allowable in the geographical area. The required down payment must be 5%.

- **30-year fixed VA mortgage loan** quote must be based on a minimum loan amount of \$165,000. The required down payment must be 5%.

- **(2) Home equity loan and Home equity line of credit** rate quotes apply to a loan offered to a new customer with average income and based on the customer’s equity in an owner-occupied, one-unit, single-family dwelling. Quotes must be based

on the advertiser's FICO ranges. All accounts must be directly offered to the consumer by the advertiser. A lien must be placed on the property as part of the processing of this loan. The rates quoted for the loan/line must be offered with no closing costs to the borrower, unless that option is not available, in which case the amount of closing costs will be indicated. Specifics of the loan/line must be included in the fees and conditions field. The term "Range" indicates the lowest rate to highest rate that the advertiser offers for the loan. The rate in the table is the "stated rate" (e.g. the rate the lender says most consumers will get, based on their creditworthiness) if the range does not include the term "avg" (average). If the word "avg" appears with the range, the rate shown is the arithmetical average of the range and indicates that the lender does not have a stated rate. If the advertiser provides a discount for auto debit, the discounted rate may be displayed and the discount will be noted in fees and conditions. Statewide participation is expected. FDIC-insured Banks and thrifts, and NCUA-insured credit unions may advertise in select markets with additional approval from Bankrate.

(3) **Auto loans** quotes must be fixed-rate loans offered to a new customer with average income to purchase a new or used auto or to refinance an auto loan. Rates will be based credit score ranges: Excellent (750+), Good (700-749), Fair (640-699), and Poor (639 and below) for 24-month, 36-month, 48-month, 60-month, and/or 72-month terms. The required down payment will not exceed 20%. If the advertiser provides a discount for auto debit, the discounted rate may be displayed. "Fees and Conditions" will display any additional rate reduction for auto debit method of payment, any restrictions that apply to model, applicable yearly or other fees, and/or if a range of rates applies. If a range of rates applies it will be included in the fees and conditions field along with whether the rate is an average (avg) or a stated rate. The term "Range" indicates the lowest rate to highest rate that the advertiser offers for the loan. The rate in the table is the "stated rate" (e.g. the rate the lender says most consumers will get, based on their creditworthiness) if the range does not include the term "avg" (average). If the word "avg" appears with the range, the rate shown is the arithmetical average of the range and indicates that the lender does not have a stated rate. Statewide participation is expected. FDIC-insured Banks and thrifts, and NCUA-insured credit unions may advertise in select markets with additional approval from Bankrate.

(4) **Personal loans** must be unsecured, fixed-rate loans offered to a new customer with average income. Rates will be based on credit score ranges: Excellent (750+), Good (700-749), Fair (640-699), and Needs Work (<640). Loan purpose and loan amounts will be determined by the advertiser. If the advertiser provides a discount for auto debit, the discounted rate may be displayed and the discount will be noted in the Offer details. Applicable fees must be also listed in Offer details. Statewide participation is expected. FDIC-insured Banks and thrifts, and NCUA-insured credit unions may advertise in select markets with additional approval from Bankrate.

MYSTERY SHOPPING AND PROGRAM COMPLIANCE

Bankrate's Quality Control Department regularly "mystery shops" its online Advertisements to ensure that the terms (e.g. rates) posted are based on Bankrate's criteria and supported by the advertiser's personnel and by documented rate and product sheets. Bankrate reserves the right to "mystery shop" any online Advertisement in its sole discretion, including, without limitation, online Advertisements that have received a complaint.

A "mystery shop" may include any of the following:

Call to Advertiser's Telephone Staff. A call to an advertiser's telephone staff to validate that the telephone staff supports the product criteria, rates, points, fees, prepaid finance charges, APR/APY and other data and terms and conditions required by and/or posted on Bankrate Sites. Telephone staff must provide a rate quote over the telephone or electronic communication. Bankrate's mystery shopper will always say, at some point during the call, that he/she saw the rate on Bankrate Sites. If the individual handling the call provides an inferior rate quote or does not support the product criteria, rates, points, fees and APR/APY and other data and terms and conditions, it will count as a fail.

Email to Advertiser. An email to an advertiser requesting documentation for product and rate information listed on Bankrate Sites (e.g. for mortgages, this would include a rate sheet and a Loan Estimate Disclosure). Bankrate's mystery shopper email will always state that the sender saw the rate on Bankrate Sites. An advertiser's response with supporting documentation (if applicable) must be received by Bankrate's Quality Control Department within 48 hours (the "Time Period"), excluding weekends and U.S. federal holidays, and the email and attachments must support the product criteria, rates, points, fees, prepaid finance charges, APR/APY and other data and terms and conditions required by and/or posted on Bankrate Sites. If the supporting documentation is not received within the Time Period, or if it is received but does not support the product criteria, rate, fees, prepaid finance charges, other data and terms and conditions required by and/or posted on Bankrate Sites, it will count as a fail.

Request for Documentation. A request by Bankrate for documentation (e.g. for mortgages, this would include a rate sheet and a Loan Estimate Disclosure) that supports the product criteria, rates, points, fees, prepaid finance charges, APR/APY and other data and terms and conditions required by and/or posted on Bankrate Sites, and/or for required licenses or proof of compliance with other regulatory requirements. Documentation must be sent to Bankrate's Quality Control Department within three (3) business days following the request. If the supporting documentation is not received by the specified time, if there is a data entry error, or if the documentation that was provided does not support the product criteria, rates, points, fees, prepaid finance charges, APR/APY, other data and terms and conditions required by and/or posted on Bankrate Sites, it will count as a fail.

*Also see Section 2; ***Penalty Schedule and Other Quality Control Requirements***

Section I (B)

BANKING

PRODUCT CRITERIA

The advertiser must meet the criteria for the applicable Advertisement type (set forth below) in order for Bankrate to display the Advertisement on Bankrate Sites. An Advertisement's failure to meet all criteria below will result in a "fail" (as described below) and will prevent the Advertisement from being displayed on Bankrate Sites.

- 1) **Certificates of deposit (CDs)** must be longer-term, FDIC-insured or NCUA-insured, fixed-rate, depository accounts with specific terms. Rates must be quoted for the minimum deposit attainable by the typical Bankrate customer. We reserve the right to reject balances that are determined to be excessive. All accounts must be directly offered to the consumer by the advertiser. Rates do not include bonus rates, repurchase agreements or other special arrangements. These accounts must include a withdrawal penalty if funds are withdrawn within the first seven (7) days. For CDs, the stated rate and yield must be based on the CD being held for the entire term stated. The products listed in the best rate (100 Highest Yields) tables must be accounts that are offered to consumers across all 50 states. Advertisers listed in the market tables (e.g. New York Metro, Atlanta, Birmingham) include locally based advertisers along with national advertisers that are interested in gathering deposits within that market area. Statewide participation is expected for the Local CD tables. To advertise in select markets, additional approval from Bankrate is required. All tables include rate, annual percentage yield, and minimum deposit required to earn the stated rate of interest. Certificate of Deposit IRAs must be provided based on the same criteria.
- 2) **Money market and savings accounts** must be longer-term, FDIC-insured (or NCUA-insured for credit unions) depository accounts with no fixed term. All accounts must be directly offered to individual consumers by the advertiser. All accounts must be limited to six (6) pre-authorized or automatic transfers per billing cycle, of which three (3) can be checks. Money Market and Savings Accounts provide periodic statements. Money Market and Savings data is captured for the following deposit levels: The account with the highest yield for balances below \$10,000, the account with the highest yield on a \$10,000 deposit, the account with the highest yield on a \$25,000 deposit, the account with the highest yield on a \$50,000 deposit and the account with the highest yield on a \$100,000 (jumbo) deposit. The advertisers listed in the National Highest Yield table must be available to consumers across all 50 states. Advertisers listed in the Local Money Market and Savings tables (e.g. New York Metro, Atlanta, and Birmingham) include locally based advertisers along with national advertisers that are interested in gathering deposits within that market area. Statewide participation is expected for the Local Money Market and Savings tables. To advertise in select markets, additional approval from Bankrate is required. All tables include rate, annual percentage yield, and minimum deposit required to earn the stated rate of interest. Money Market Account IRAs and Savings Account IRAs must be provided on the same criteria.
- 3) **Checking accounts** must be short-term, FDIC-insured or NCUA-insured, depository accounts that allow account holders to make unlimited transactions and support activities such as bill paying. All accounts must be directly offered to consumers by the advertiser. Rates must be quoted for the minimum deposit attainable by the typical Bankrate customer. We reserve the right to reject balances that are determined to be excessive. All data is captured based on the fact that the consumer does not use direct deposit and requires the return of checks/check images in available in statements or online. All tables include the minimum to open the account (and earn interest for interest-bearing accounts), the minimum to avoid fees, the annual percentage yield (APY) if applicable, the monthly service fee, the NSF (the fee for the first check returned unpaid due to insufficient funds or bounced check fee), the fee to the account holder to use another advertiser's ATM, the fee the advertiser charges a non-account holder to use its ATM, and an indicator of whether the account has online access. Statewide participation is expected for the Local checking account tables. To advertise in select markets, additional approval from Bankrate is required.

MYSTERY SHOPPING AND PROGRAM COMPLIANCE

Bankrate's Quality Control Department regularly "mystery shops" its online Advertisements to ensure that the terms (e.g. rates) posted are based on Bankrate's criteria and supported by the advertiser's personnel and by documented rate and product sheets. Bankrate reserves the right to "mystery shop" any online Advertisement in its sole discretion, including, without limitation, online Advertisements that have received a complaint.

A "mystery shop" may include any of the following:

Website Review. A review of an advertiser's website to validate that the rate, APY, fees, and other data and terms and conditions supports the product criteria, rate, APY, fees, and other data and terms and conditions required by and/or posted on Bankrate Sites. If the advertiser's website does not support the product criteria, rate, APY, fees, and other data and terms and conditions, it will count as a fail.

Email to Advertiser. An email to an advertiser requesting documentation for product and rate information listed on Bankrate Sites (e.g. for mortgages, this would include a rate sheet and a Loan Estimate Disclosure). Bankrate's mystery shopper email will always state that the sender saw the rate on Bankrate Sites. An advertiser's response with supporting documentation (if applicable) must be received by Bankrate's Quality Control Department within 48 hours (the "Time Period"), excluding weekends and U.S. federal holidays, and the email and attachments must support the product criteria, rates, points, fees, prepaid finance charges, APR/APY and other data and terms and conditions required by and/or posted on Bankrate Sites. If the supporting documentation is not received within the Time Period, or if it is received but does not support the product criteria, rate, fees, prepaid finance charges, other data and terms and conditions required by and/or posted on Bankrate Sites, it will count as a fail.

Request for Documentation. A request by Bankrate for documentation (e.g. for mortgages, this would include a rate sheet and a Loan Estimate Disclosure) that supports the product criteria, rates, points, fees, prepaid finance charges, APR/APY and other data and terms and conditions required by and/or posted on Bankrate Sites, and/or for required licenses or proof of compliance with other regulatory requirements. Documentation must be sent to Bankrate's Quality Control Department within three (3) business days following the request. If the supporting documentation is not received by the specified time, if there is a data entry error, or if the documentation that was provided does not support the product criteria, rates, points, fees, prepaid finance charges, APR/APY, other data and terms and conditions required by and/or posted on Bankrate Sites, it will count as a fail.

*Also see Section 2:-***Penalty Schedule and Other Quality Control Requirements***

Section 2: Penalty Schedule and Other Quality Control Requirements

Advertiser's inability to validate the information contained in an Advertisement during a mystery shop, or inability to meet the other requirements outlined in this QCP, will result in a fail. A fail will result in one of the Penalties described in the Penalty Schedule below.

Notwithstanding the Penalty Schedule referenced below, any advertiser that is deemed by Bankrate to have conducted itself in a fraudulent or intentionally misleading manner shall result in the advertiser's Advertisement being immediately removed from Bankrate Sites and the immediate termination of the advertiser's participation in Bankrate's advertising programs, with no notice being required for such termination. An advertiser being banned from advertising with Bankrate in this manner shall not be afforded the benefit of the Penalty Schedule referenced below.

Penalty calculation and time period: The action taken by Bankrate will be based on the number and timing of advertiser's previous fails. A maximum of six (6) fails will be allowed within a consecutive six (6)-month period in which the advertiser has Advertisements active with Bankrate. This means that the six-month clock pauses at any time when an advertiser does not have active Advertisements, and resumes running once the Advertisements are active again. Each fail has a separate six month clock, and will be aggregated with any other fails within the prior six months for purposes of determining the penalty described in the Penalty Schedule below.

All fails, with the exception of the advertiser's first fail, will result in the advertiser's Rates being removed from Bankrate Sites for a certain period of time (as described in the Penalty Schedule). If an advertiser's penalty period ends on or just prior to a weekend or holiday, for administrative reasons the penalty period will extend until the following business day.

PENALTY SCHEDULE

First Fail – Bankrate will contact the advertiser by telephone to discuss the results of the mystery shop with a designated and appropriate point of contact at the advertising institution. Bankrate will provide counseling to the advertiser to have the inaccuracy or issue corrected. Although advertisements will not be paused for an initial fail, the advertiser's account will be flagged as having a counsel. An advertiser will receive a maximum of one counsel within a six (6) month period.

Second Fail – Rates will be paused from the advertiser's online advertisements on Bankrate Sites for a period of two (2) days. Advertiser will be notified by email of the specifics of the failure along with the consequences of the failure. The date, time, contact name, and reason for the fail will be included in this email to the advertiser from Bankrate Quality Control Department.

Third Fail – Rates will be paused from the advertiser's online advertisements on Bankrate Sites for a period of seven (7) days. Advertiser will be notified by email of the specifics of the failure along with the consequences of the failure. The date, time, contact name, and reason for the fail will be included in this email to the advertiser from Bankrate Quality Control Department.

Fourth Fail – Rates will be paused from the advertiser's online advertisements on Bankrate Sites for a period of fourteen (14) days. Advertiser will be notified by email of the specifics of the failure along with the consequences of the failure. The date, time, contact name, and reason for the fail will be included in this email to the advertiser from Bankrate Quality Control Department.

Fifth Fail – Rates will be paused from the advertiser's online advertisements on Bankrate Sites for a period of thirty (30) days. Advertiser will be notified by email of the specifics of the failure along with the consequences of the failure. The date, time, contact name, and reason for the fail will be included in this email to the advertiser from Bankrate Quality Control Department.

Sixth Fail – Rates will be removed from the advertiser's online advertisements on Bankrate Sites for a period of one hundred eighty (180) days from the date of the sixth fail. The advertiser's participation in Bankrate's advertising programs will terminate and the advertiser will not be eligible for reinstatement until the end of the one hundred eighty (180) day period. Bankrate and advertiser's rights upon such termination are governed by the Advertising Terms and Conditions. If, in Bankrate's sole discretion, Bankrate reinstates advertiser after one hundred eighty (180) days, the advertiser will be required to maintain all online Advertisements on a "fail free" basis for a period of one hundred eighty (180)-days from the date of such reinstatement ("Probation Period"). An advertiser's successful completion of the Probation Period may result in the advertiser being returned to a "fail-free" status. If the advertiser does not maintain all online Advertisements on a "fail free" basis during the Probation Period, Bankrate may permanently terminate the advertiser from its advertising programs and remove its advertisements from Bankrate Sites.

CONSUMER REVIEW RESPONSES

Consumers on Bankrate Sites will have the opportunity to review their experience with our advertisers. These reviews will be available to the public on Bankrate Sites. Advertisers are encouraged to review and respond to all consumer reviews. The advertiser will be notified when a consumer review results in the advertiser receiving one or two stars ("Poor Review"). An advertiser must respond to all Poor Reviews. If an advertiser does not respond to a Poor Review within three (3) business days, it will count as a "fail" (as described in the "Mystery Shopping and Program Compliance" section above). Any advertiser response that Bankrate deems, in its sole discretion, to be harmful, illegal, false, malicious, misleading, offensive, defamatory, flagrant, disparaging, or discriminatory, or any advertiser conduct relating to a consumer review that Bankrate determines is fraudulent, malicious or interfering, may result in the advertiser being banned from advertising with Bankrate immediately. Advertisers may email Customer Service (support@bankrate.com) if they have any concerns about their review(s).

CONSUMER EMAIL

A consumer email forwarded to the advertiser by Bankrate so that the advertiser can respond to the consumer's concern (with copy to Bankrate's Quality Control Department). If the response to the consumer is not received by Bankrate's Quality Control Department within three (3) business days, it will count as a fail.

REQUEST FOR A RETURN CALL:

A request for a return call by Bankrate that is not returned within 48 hours, excluding weekends and U.S. federal holidays, will count as a fail.

POINT(S) OF CONTACT

Each advertiser is required to identify an appropriate point of contact with sufficient organizational authority to address any rate table concerns, as well as that individual's direct manager or appropriate supervisor. Bankrate will require the contact names, telephone numbers, email addresses, and (from mortgage advertisers) unique individual NMLS numbers for each point of contact. Appropriate points of contact include account executives, supervising account executives, senior management and organization owners, all of whom must have sufficient organizational authority to address any rate table concerns.

CONSUMER COMPLAINTS

Each advertiser is required to disclose to Bankrate consumer complaints received by the advertiser that relate to Bankrate's rate table advertising.

ADVERTISING COMMENTS

Advertiser may post comments within the advertiser portal and in the company information fields, each of which are subject to the Policies, as amended, from time to time. Bankrate may impose limits on advertiser comments and company information fields at any time, in its sole discretion. The subject matter of advertiser comments shall be limited to the advertising company and/or its products/ services. No superlative comments, phone numbers or URL addresses are allowed. Bankrate may, at its discretion, remove or edit any comments that it determines are inappropriate or that violate the Policies.

LOGOS AND ICONS

Advertiser logos on Bankrate Sites must match the company logo on the advertiser's website and marketing materials. Logos may not include superlative taglines, phone numbers or URL addresses. Bankrate reserves the right to reject logos that it determines are inappropriate or violate the Policies, in its sole discretion.

Advertiser may select icons to display on Bankrate Sites. The icons must be relevant to the institution and/or products being advertised. All icons must be reviewed and approved of by Bankrate's Quality Control Department prior to being published to Bankrate Sites.

MARKET-LEVEL ADVERTISING

Participation in market-level advertising, (vs. state-level advertising), is available to FDIC or NCUA insured institutions only.