

# **Your Deposit Account Agreement**

**&**

**General Terms & Conditions**

**Electronic Transfers**

**Funds Availability**

**Safe Deposit Box Lease Agreement**

**U.S. Bank Consumer Reserve Line Agreement**

**U.S. Bank Business Reserve Line Agreement**

**Effective February 11<sup>th</sup>, 2019**

Member FDIC



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## TERMS APPLICABLE TO ALL ACCOUNTS

### THIS IS AN AGREEMENT

Welcome to U.S. Bank and thank you for opening an account with us. This Agreement provides the general rules that apply to the account(s) you have with **U.S. Bank** described herein. Additional rules will be provided in:

1. disclosures we give you when you open your account for example our *Consumer Pricing Information and Business Pricing Information* brochure(s) and other fee disclosures (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy);
2. disclosures we give you when you use additional products and services (for example our *Online and Mobile Financial Services Agreement and Fee Guide*);
3. periodic statements;
4. user guides;
5. *Consumer Privacy Pledge* brochure;
6. any appropriate means such as direct mail and notices on or with your statement, including any statements or notices delivered electronically; and
7. disclosures we give you about ATM and Debit Card Overdraft Coverage (applicable to certain consumer accounts, refer to the **Insufficient Funds and Overdrafts** section on page 6 for details).

These things, together, are an agreement between you and **U.S. Bank**.

**Please read this carefully and retain it for future reference. This brochure is revised periodically, so it may include changes from earlier versions.**

**By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at [www.usbank.com](http://www.usbank.com), or by calling U.S. Bank 24-Hour Banking at a number listed on the last page of this booklet.**

**This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Any other variations to this Agreement must be acknowledged by us in writing.**

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

### DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section. The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**. We are a national bank. We are owned by **U.S. Bancorp**.

**U.S. Bancorp and U.S. Bank** own or control other companies, directly and indirectly. The members of this family of companies are our “**affiliates**.”

The words “**you**” and “**your**” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

The term “**account**” means any savings, transaction (for example, checking, NOW Account), and time deposit (for example, certificate of deposit or CD) account or other type of account you have with us, wherever held or maintained.

An “**owner**” is one who has the power to deal with an account in his, her or its own name. An “**agent**,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.

Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the “**entity**” that is the owner.

“**Personal accounts**” are consumer accounts in the names of natural persons (individuals). They are to be distinguished from “**non-personal accounts**” which are accounts in the name of businesses, partnerships, trusts and other entities.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

### CELLULAR PHONE CONTACT POLICY

**By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.**

## **MONITORING AND RECORDING COMMUNICATIONS**

You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

## **WAIVERS AND PRECEDENTS**

Our Agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time that does not mean we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a check that is more than your account balance, that does not mean we have to do it again.

## **CUSTOMER IDENTIFICATION PROGRAM NOTICE (USA PATRIOT ACT)**

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 other identifying documents like a driver's license or documents showing your existence as a legal entity.

### **Existing customers**

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

### **Failure to Provide Information**

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

## **OWNER'S AUTHORITY**

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner can:

1. make withdrawals by whatever means are available for the account;
2. make deposits by whatever means are allowed for the account;
3. obtain and release information about the account;
4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account); and
5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account).

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you has complete and separate access and withdrawal rights to all the funds in the account irrespective of who had deposited the funds in the account.

## **AUTHORIZED ACCESS AND POWER OF ATTORNEY**

Each owner of your account is independently permitted to authorize someone else to access your account. For example, the following persons will have access to your account:

1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or debit card transactions);
3. Any person you give rights to act on your behalf, such as a power of attorney;
4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person "authority," we are not responsible whether we honor the transactions or dishonor them; and
5. Any person to whom you make your ATM card or debit card personal identification number (PIN) available. Although we discourage this practice, by allowing this type of "authorization," the person to whom you make your personal identification number (PIN) available may be able to access all of your accounts held with us by using the telephone, ATM, online or other banking access channels. If you give any person such "authority," we are not responsible for actions they take with respect to your accounts.

We will use the word "agent" to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it;
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

## **YOU CANNOT TRANSFER AN ACCOUNT**

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

## **CHANGE IN AUTHORIZED SIGNERS**

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

## **ADJUSTMENTS**

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days.

For accounts coded as Consumer and Business accounts, we may not adjust for insignificant errors unless you request it. For all other account types including Corporate and Commercial accounts, we may not adjust for deposit errors of \$50.00 or less unless we have agreed with you to a lower adjustment amount.

## RETENTION OF DOCUMENTS

You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposits.

## LIABILITY FOR CHARGES AND OVERDRAFTS

All account owner(s) are responsible to repay to us any overdraft amount **and** any overdraft fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees. (This means we can collect the total from any owner(s), on any of the owner(s) accounts, but we won't collect it more than once). For more information on overdrafts please refer to the section titled **Insufficient Funds and Overdrafts**.

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

## TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Our posting order may not be the same as the order in which you conducted a transaction and could result in overdraft fees, if you do not have available funds at the time the item is paid. Generally, we post the following three transaction types after the close of each business day in the following order:

1. Deposits we receive before the daily cutoff time will be posted before any withdrawals. (Refer to our Cutoff Time and/or Funds Availability section for cutoff time description.)
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); **or** (2) when the transaction was processed by U.S. Bank (for example an ACH, or Bill Pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest transaction amount first (frequently referred to as low-to-high).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

## DEPOSITS

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability**. All deposit receipts are issued subject to our count and verification of the items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposit.

**Foreign Currency:** If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be additional expenses, and your final credit will be adjusted to reflect the final exchange rate as well as any fees imposed by the entity that makes the conversion.

**Foreign Checks:** Checks and other items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars may require special funds collection processing by us. As a result funds availability may be delayed. If you deposit such an item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the item.

**Deposits by Mail:** If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

**Cutoff Time:** A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section for cutoff time description.) The cutoff time applies to all accounts (savings, certificate of deposits, payments, etc.), not just checking accounts.

**Endorsement:** If you make a deposit to an account and you fail to endorse the item, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item or other type of deposit, for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an item for "collection" instead of deposit. We may also decline to accept a large cash deposit or require you to make such a deposit at a location and time of our choosing.

## RETURNED DEPOSITED AND CASHED ITEMS

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has "cleared"). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. **Returned items** are charged back to your account and a Return Item Advice is mailed to the primary account address.

For example:

- The deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- A check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- This also applies to checks we might cash for you that you don't deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check "bounces" (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels.

There will be a Returned Deposited Item or Cashed Check fee for such a transaction as well as applicable overdraft fees if sufficient funds are not in your account to cover your items.

## CHECK 21

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("**SUBSTITUTE CHECKS AND YOUR RIGHTS**"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call U.S. Bank 24-Hour Banking (see last page for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WSSD, St. Paul, MN 55107**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

### COPIES OF DOCUMENTS

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes.

See the section titled **CHECK 21**. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

### NIGHT DEPOSITORY

If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to accounts held at U.S. Bank.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us. Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a "bailee" until the point:
  - when we open the container and inventory its contents (if that is what we are asked to do); or
  - when you sign the receipt for or take custody of the container (if we do not open the container).

### CHECKS

**Post-Dated Checks.** We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

**Stale-Dated Checks.** A "stale-dated" check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us ("presented") more than six months after its date. (The general rule is we will pay the check or may return the check for insufficient funds.) In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

**Check Legends.** We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a "legend" or "memo" we mean a message, such as "not valid for more than \$50.00" or "do not pay more than ten days after date" or "paid in full".

**Check Forms.** Checks are sorted and copied by high speed equipment. If you don't buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

### Deposits of Checks at ATMs

We reserve the right to refuse to credit your account for ATM deposits of the following items. If an item is refused the item or a substitute check may be returned via mail to the primary account address.

1. All the check payees are not listed on the account;
2. Checks payable to a business and the business name is not listed on the account. (Checks payable to a business must be deposited into an account that includes the name of the business on the associated account);
3. Improperly endorsed (e.g., different endorser than payee);
4. Restrictive wording (on the deposited item);
5. Post-dated (greater than one day after the ATM network business day);
6. No date or incomplete date;
7. Altered in any way;
8. Photocopy of item;
9. Not signed by maker;
10. Traveler's check with different counter signature;
11. Drawn on a foreign bank;
12. Missing the numeric amount and/or the written amount;
13. Numeric amount and written amount do not match;
14. No payee listed;
15. Federal tax refund checks not endorsed by payee or payees; and
16. Any other instrument which is not a check or negotiable instrument.

### ENDORSEMENT STANDARDS

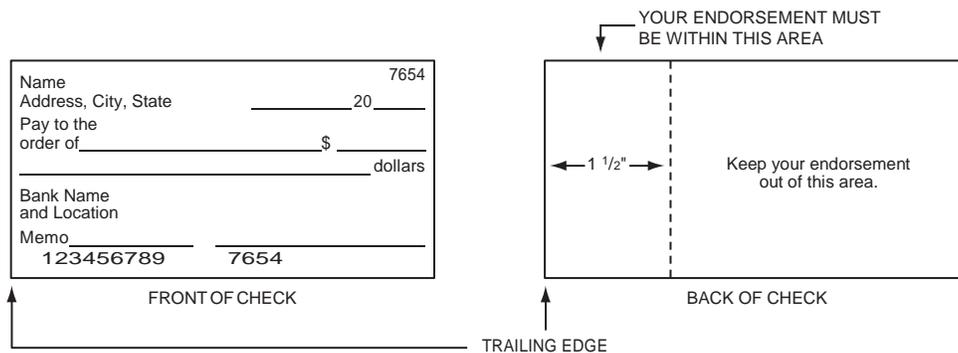
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is to the right of the space shown for the payee and other "holders" (see picture below).

When you endorse a check, you must:

1. clearly sign your name;
2. use black or dark blue ink if possible;
3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
4. sign near the top of the space provided, or just below any other signature in that space;
5. stay out of the area below the space for endorsers (most check forms have a line separating the endorsement area); and
6. keep any stamp within the area set aside for handwritten signatures.

The picture on this page shows you the correct endorsement area.



**Why is this important?**

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

1. causes a delay in a necessary notice to someone else, or
2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time)

You will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

**INSUFFICIENT FUNDS AND OVERDRAFTS**

“**Account Balance**” means the funds in your account, including deposits and withdrawals made to date. Not all your transactions will be immediately reflected. As a result, only part of this balance may be available for withdrawal.

“**Available Balance**” means the amount of money that can be withdrawn at a point in time. **The Available Balance will be less than the Account Balance when there are pending transactions such as:**

- Funds held from deposits: These funds have been deposited, but are not yet fully available for withdrawal or transfer. Once these funds are available, they will be reflected in the Available Balance.
- Funds held for debit card authorizations: This reflects merchant-authorized requests for payment, when the final charge has not been submitted by the merchant. Once the final charges have been received and processed, they will be reflected in the Available Balance.
- Any other holds on funds in your account.

Note: The Available Balance does *not* reflect every transaction you have initiated or previously authorized. Items that may not be reflected in your Available Balance include, but are not limited to:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or processing).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may be different from the final charge. (Please refer to “Debit Card Transactions” subsection for more information about how these situations are handled.)
- Scheduled bill payments that have not yet been processed.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account where we have released the transaction authorization hold and the transaction is sent for payment from your account at a later date.

“**Insufficient funds**” means you do not have enough available funds in your account to pay the withdrawals you are attempting from that account.

Having insufficient funds in your account could lead to returned items, which refers to any withdrawal or transfer that we return because it exceeds your Available Balance on a given day. Examples of withdrawals that could be returned may include any checks, ACH transactions, online bill payments, or any other debit from your account where we return it because it is for more than the Available Balance you have in your account at the time the transaction is presented to your account. We reserve the right to pay an insufficient funds withdrawal and overdraw your account, which may result in an Overdraft Paid Fee, or return the insufficient funds withdrawal, which may result in an Overdraft Returned Fee. Even if we’ve paid insufficient funds items before, we are not required to do it in the future.

“**Overdraft**” means a transaction has caused the Available Balance on an account to become a negative number. An overdraft can happen, for example,

- by writing a check without enough money in a checking account to pay the check, and we pay the item;
- by making a withdrawal from your account that exceeds your Available Balance;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account;
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft; or
- when fees such as monthly maintenance fees are charged and you do not have sufficient funds to cover.

**Our Options:** You do not have the right to withdraw funds that exceed the Available Balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You cannot choose which items we pay or return, except as identified in your selection of “Overdraft Handling” (as identified below).

If we get a **batch, or multiple batches**, of such items in a day (for example, checks, ATM purchase transactions, and debit card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we will post items in accordance with the “**Transaction Posting Order**” section listed within this Agreement. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your Available Balance more quickly.

**Our Fees:** We charge an Overdraft Returned Fee for each withdrawal (e.g., in-person, ATM, automatic payment, or other paper or electronic withdrawal transaction) we return because it exceeds your Available Balance on a given day. We charge an Overdraft Paid Fee for each item or transaction we pay that causes the Available Balance to become negative or occurs while the Available Balance is negative on the checking account. We may charge you an Extended Overdraft Fee if your Available Balance remains negative for an extended period of time. See the current pricing information brochure for information on fees and how fees will be assessed. Any Overdraft Returned or Overdraft Paid fees are deducted from your account on the next business day; additionally, the Extended Overdraft Fee assessed after seven consecutive calendar days with a negative balance is deducted from your account on the next business day. If you want to avoid the inconvenience and extra expense of overdraft fees, refer to the section titled “Overdraft Protection Plans” on page 7 for information.

There are some circumstances that can take your account into a negative balance where we will not charge a fee, for example:

- If certain fees such as your monthly maintenance fee are the only items that resulted in the negative balance.
- If the negative Available Balance is less than our threshold. See your *Consumer Pricing or Business Pricing Information* brochure for specific information. (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

**Your responsibilities for overdrafts:** If you have an overdraft on your account, you must deposit enough money into your account to pay both the overdraft amount and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it.

**OVERDRAFT HANDLING**

**Consumer Checking and Money Market Accounts:**

Most U.S. Bank Consumer checking and money market accounts come with Standard Overdraft Coverage. Under Standard Overdraft Coverage we will authorize and pay overdrafts for these types of transactions at our discretion:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Recurring debit card transactions, for example setting up your debit card to automatically pay a monthly gym membership

If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

**In addition to Standard Overdraft Coverage, you have the following options outlined below.**

#### **ATM and Debit Card Overdraft Coverage:**

Upon opening your U.S. Bank Consumer checking OR money market account, you will receive a notice advising you of your choice to say ‘Yes’ or ‘No’ to ATM and Debit Card Overdraft Coverage.

#### **If you say ‘Yes’**

If you choose to say ‘Yes’, you allow U.S. Bank to authorize and pay ATM and everyday debit card transactions (purchases made with your debit card on a day-to-day basis) that may cause the Available Balance in your account to become negative. If this happens we may charge an Overdraft Paid Fee.

#### **If you say ‘No’**

If you choose to say ‘No’, you do not allow U.S. Bank to authorize and pay ATM and everyday debit card transactions into a negative Available Balance. If we do not authorize and pay an overdraft your transaction will be declined and you will not be charged a fee.

In limited circumstances, your ATM or everyday debit card transaction may be processed, resulting in your Available Balance becoming negative. These situations may include, but are not limited to:

- A debit card transaction is processed for more than the preauthorized amount. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may differ from the final charge (Please refer to “Debit Card Transactions” subsection for more information about how these situations are handled.);
- A debit card transaction that obtained an authorization based on a sufficient Available Balance in your account, but is sent to us for payment later when your Available Balance is no longer sufficient to cover the item;

In these situations, if you have chosen ‘No’ you will not be charged an Overdraft Paid Fee.

**If you wish to discuss your options or change your account election at any time, contact a local U.S. Bank branch, call U.S. Bank 24-Hour Banking or visit [usbank.com](http://usbank.com). Please be aware it may take up to five business days to implement your request.**

#### **Requested Return:**

You may ask us to place your account in *Requested Return* status. When you select this option, you are automatically choosing to say ‘No’ to ATM and Debit Card Overdraft Coverage (refer to **If you say ‘No’** for more details). In addition we will attempt to return items which would result in an overdraft to your account such as checks and automatic bill pay transactions.

- Note that when you select *Requested Return*, an **Overdraft Returned Fee may be charged for returned items**. You may also be charged fees by the merchant or service provider.
- Please understand we will not be able to return all items. **If we pay an item, for any reason, you will be charged the applicable Overdraft Paid Fee** (with the exception of ATM and everyday debit card transactions). These situations include, but are not limited to: recurring debit card transactions when a merchant had obtained an authorization for the first instance, but did not obtain a new authorization for subsequent occurrences (for example: a monthly gym membership); or other transactions/adjustments that may be processed in accordance with our Transaction Posting Order resulting in an insufficient Available Balance (Refer to “**Transaction Posting Order**” section listed within this Agreement).

**If you wish to select *Requested Return*, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.**

#### **Business Options for Checking and Money Market Accounts**

For Business Checking and Business Money Market accounts, we will authorize and pay overdrafts for all types of transactions at our discretion. If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

#### **Requested Return**

You may ask us to place your account in *Requested Return* status. When choosing this option we will attempt to return and/or decline items which would result in an overdraft to your account.

- Note that when you select *Requested Return*, an **Overdraft Returned Fee may be charged for returned items**. You may also be charged fees by the merchant or service provider.
- Please understand we will not be able to return all items. **If we pay an item, for any reason, you may be charged an Overdraft Paid Fee.**

**If you wish to request *Requested Return*, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.**

**Other sections:** While many other sections of this Agreement relate to these issues, these sections are particularly appropriate:

- Setoff (page 16)
- Security Interest in Accounts (page 16)
- Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 17)
- Electronic Banking Agreement for Consumer Customers (page 19)
- Limits on Transfers (page 20)
- Electronic Banking Agreement for Business Customers (page 22)
- U.S. Bank Consumer Reserve Line Agreement (page 25)

## **OVERDRAFT PROTECTION PLANS**

### **Consumer Overdraft Protection**

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) (“checking account(s)”) to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment **and/or** Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account. Some eligible accounts (e.g. depository accounts) do not have Overdraft Protection Transfer fees, and if you have deposit and credit accounts linked for Overdraft Protection, the first Overdraft Protection Account determines whether a fee is charged (if any).

You can choose to link up to three eligible U.S. Bank accounts to your checking account for Overdraft Protection. Owner(s) who are signers on the checking account must also be signers on the account(s) linked for Overdraft Protection.

Eligible accounts include:

- U.S. Bank Savings Account or Money Market Account
- U.S. Bank Reserve Line of Credit
- U.S. Bank Credit Card
- A secondary U.S. Bank Personal Checking Account
- U.S. Bank Premier Line
- U.S. Bank Home Equity Line of Credit
- Other U.S. Bank Lines of Credit

If you have linked eligible accounts, and the negative Available Balance in your checking account is \$5.01 or more, the advance amount will transfer in multiples of \$50.00 and an Overdraft Protection Transfer Fee may be charged. If, however, the negative Available Balance is \$5.00 or less, the amount advanced will be \$5.00 **and** the Overdraft Protection Transfer Fee will be waived.

If the negative Available Balance in your checking account is caused by monthly fees, such as a maintenance fee or statement/image fee only, overdraft protection will not advance. (For example – the account is overdrawn due to a Monthly Maintenance Fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.) If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the remaining Available Balance will be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the Available Balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of \$50.00 to cover the remaining overdrawn balance. When multiple accounts are linked as Overdraft Protection, the first account funds are transferred from determines the amount of the Overdraft Protection Transfer Fee (if any).

For each day an Overdraft Protection transfer occurs, a Bank fee will be charged to the checking account that received the transfer. (Refer to the *Consumer Pricing Information* brochure – Overdraft Protection Transfer Fee for fee amount. This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) While no fee will be charged to your U.S. Bank savings account or secondary checking account, U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Premier Line, or U.S. Bank Home Equity Line of Credit, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Premier Line or U.S. Bank Home Equity Line of Credit for information regarding interest charges.

When the Bank accesses funds from an eligible savings account(s) and money market account(s), these types of transfers are also subject to transaction limitations and the Excessive Withdrawal Fee noted in the *Consumer Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection “**Savings Withdrawal Limitations**” of this agreement. (The *Consumer Pricing Information* brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

#### **Business Banking Overdraft Protection**

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Business Checking Account(s) (“checking account(s)”) to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment and/or Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for overdraft protection. Only one deposit product and one credit product may link to a business checking account. If the checking account has both a credit product and a deposit product linked as overdraft protection, the system will always advance first from the credit product. Funds only draw from the deposit product if the credit product has insufficient available funds.

The name of the business on the business checking account must match the name of the business on the business credit overdraft protection plan account. The name(s) of the account signer(s) on the business checking account may also be required to match the account signer(s) on the business Overdraft Protection Plan account.

Eligible accounts include:

- U.S. Bank Business Savings or Money Market Account
- A secondary U.S. Bank Business Checking Account
- U.S. Bank Business Reserve Line of Credit
- U.S. Bank Business Credit Cards
- U.S. Bank Cash Flow Manager or Advantage Line
- If you have a U.S. Bank Business Savings, Business Money Market account, or secondary U.S. Bank Business Checking account linked as Overdraft Protection, any automatic advances will be in \$200.00 increments made to cover the overdraft. Automated transfers from a U.S. Bank deposit account are not assessed Overdraft Protection Transfer Fees.
- When the Bank accesses funds from an eligible savings or money market account, these types of transfers are also subject to transaction limitations and the fee(s) noted in the *Business Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection “**Savings Withdrawal Limitations**” of this agreement. (The *Business Pricing Information* brochure can be obtained by stopping in a U.S. Bank branch.)

If you have a U.S. Bank Business Reserve Line of Credit linked as overdraft protection, any automatic advances will be in \$200.00 increments made to cover the overdraft. Please refer to your U.S. Bank Business Reserve Line Agreement for information regarding interest charges.

U.S. Bank Business Credit Card linked as overdraft protection, any automatic advances will be in \$25.00 increments made to cover the overdraft. Advances on a U.S. Bank Business Credit Card Overdraft Protection Plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or Cardmember Agreement. Please refer to your Cardmember Agreement for information regarding charges and fees.

Each time an overdraft protection transfer from a Business Reserve Line or a U.S. Bank Business Credit Card automatically transfers funds to the checking account, an Overdraft Protection Transfer Fee (daily fee) applies. The transfer fee amount posts as a separate transaction to the checking account.

Refer to the Business Pricing Information brochure for current fees. This brochure can be obtained by stopping in a U.S. Bank branch.

If you have a U.S. Bank Cash Flow Manager linked as overdraft protection, any automatic advances will be in \$100.00 increments made to cover the overdraft. While no Overdraft Protection Transfer Fee is charged to the Cash Flow Manager account for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Cash Flow Manager agreement for information regarding interest charges.

If the negative Available Balance is caused by a monthly maintenance fee, service fee or statement/image fee only, overdraft protection will not advance. (For example – the account is overdrawn due to a Monthly Maintenance fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.)

#### **Business Overdraft Protection Agreements**

U.S. Bank also offers certain business customers overdraft protection through separate written agreement. The terms of such agreement shall govern those Business Overdraft Protection Plans.

#### **REFUSING PAYMENT ON YOUR CHECKS**

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank*, we might not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a “wrongful dishonor” of your checks.

#### **FUNDS TRANSFERS**

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code (“UCC4A”) as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY'S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

If we receive a funds transfer into any account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at [usbank.com](http://usbank.com). Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary's bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank. At your request, we may request that the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request.

#### **WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION**

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is "withdrawal rights" and the second is "ownership."

By "withdrawal rights" we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By "ownership" we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

**Individual Account.** This is an account in the name of one person. Such an account is also referred to as a "single ownership" account.

**Withdrawal Rights.** The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

**Ownership.** The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

**Agents and "Attorneys-in-Fact."** The owner of this type of account can nominate an authorized signer or attorney-in-fact.

**Joint Account - With Survivorship.** This is an account in the names of two or more natural persons, with the following features:

**Withdrawal Rights.** Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

**Ownership.** Each joint tenant is presumed to "own" the funds in proportion to that person's net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the "ownership" of the decedent's funds will be shared equally with such survivors.

**Other Titles.** In some states, it is advisable to add either "not as tenancy in common" or "not as a tenancy by the entirety" or both to insure the intention described above.

**Agents and "Attorneys-in-Fact."** Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a joint tenant).

**Joint Account with Survivorship - Arizona.** A Joint Account with Survivorship in Arizona has a unique feature that will change the "ownership" rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

**Withdrawal Rights.** This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

**Ownership.** If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Tenancy in Common Accounts.** A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

**Withdrawal Rights.** Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant, any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

**Ownership.** Each tenant in common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

**Other Titles.** In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

**Agents and "Attorneys-in-Fact."** Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

**Marital Account (Wisconsin).** This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

**Marital Account with P.O.D. Beneficiaries (Wisconsin).** This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

**Withdrawal Rights.** During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

**Ownership.** Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

**Pay-on-Death Account.** This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

**Withdrawal Rights.** The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary's estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a "Joint Account with Survivorship" and only after there is but one joint tenant does the account have the incidents of a "Pay-on-Death" account.

**Ownership.** The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

**Other Titles.** This type of account has other names such as "Tentative Trust," "Totten Trust," "In Trust For" and "Revocable Trust." In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a "settlor" or "grantor." Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for "Pay-on-Death" accounts above. Only the names have been changed.

#### **Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)**

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title "not subject to the Nonprobate Transfers Law of Missouri." This appendage does not change the features of the account as described above for Pay-on-Death accounts.

#### **Registration in Beneficiary Form - Missouri**

Adding the acronym *LDPS* (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. *LDPS* designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per stirpes.

#### **UTMA (Uniform Transfers to Minors Act) Account**

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

**Withdrawal Rights.** During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

**Ownership.** The child/beneficiary is at all times the owner of the funds in the account.

#### **UGMA (Uniform Gifts to Minors Act) Account**

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

#### **Fiduciary Account**

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

#### **Corporate, Partnership, Limited Liability Company and other Organizational Accounts**

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

#### **PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS**

You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else.

Unless we agree in a separate writing otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay-on-death account).

#### **ACCRUAL OF INTEREST**

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account (for example a savings account) earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement. For business accounts, the variable rate of interest may be zero or a negative rate. If your business account bears a negative interest rate, we reserve the right to charge your account for the negative interest.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour Banking, or at [usbank.com](http://usbank.com). The telephone number is at the end of this booklet.

#### **STOP PAYMENTS**

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers, are covered elsewhere in the **Electronic Banking Agreement For Consumer Customers** section.

Here is what you must do to stop a payment:

### **ACH Check Conversion**

An ACH Check Conversion is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about ACH Check Conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant.

### **Electronic Fund Transfers**

You can stop payment of certain types of electronic transactions. Please refer to the Electronic Banking Agreement section for details.

### **Checks and drafts**

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

### **Who can stop a payment and for how long?**

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for twenty-four months or longer, as determined at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

### **Effect of a stop payment**

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

### **What if we don't stop payment?**

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

### **What kinds of checks does this NOT apply to?**

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

### **Fee**

To stop a payment you must pay our fee, the amount of which is disclosed in the pricing information brochure or agreement for your account.

### **DORMANT ACCOUNTS AND ESCHEAT**

A **dormant account** is an account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

1. after 11 months for a checking account;
2. after 23 months for a savings account including those that offer limited (no more than six per month) check writing options.

For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization.

We charge a dormant account fee, unless excluded by account type or prohibited or restricted by state law. The amount and frequency is disclosed in our pricing information brochure.

If your account has a zero balance, we reserve the right to close it. Any accounts linked as overdraft protection will be de-linked as part of the closure process. Refer to CLOSING YOUR ACCOUNT for additional information.

**Escheat** is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

### **CONSUMER ELECTRONIC CHECK REPRESENTMENT**

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("represent") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic represented check") to charge your account in the amount of the check.

**Our Handling of Electronic Represented Checks.** If we receive an electronic represented check from the depositor or the depositor's bank, we will pay or return the electronic represented check as if the original paper check were being represented to us. The section titled "**Electronic Fund Transfers**" will not apply to any electronic represented check.

**Ineligible or Unauthorized Electronic Represented Checks.** For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;
- the paper check must have been less than \$2500.00 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

**Stop Payment.** If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

#### **CHECKING ACCOUNTS AND “SUBACCOUNTS”**

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This accounting device does not affect either the appearance or the operation of your checking account in any way.

#### **TELEPHONE TRANSFERS**

If you have more than one account with us, including a credit card or open end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN, and enter your account numbers, and other qualifications, but if you meet them,

1. you can transfer funds between your accounts by calling our 24 hour phone banking (see last page of this booklet for phone numbers), and
2. telephone transfers may be made by the same account owners/signers and usually under the same conditions as generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day for us to verify the transaction, and make the transfer.

#### **REAL-TIME PAYMENTS / PROHIBITION ON FOREIGN PAYMENTS**

Real-Time Payments (“RTP”) is an electronic payment system which permits payment senders to send funds in real-time to payment receivers for deposit into the payment receiver’s account(s). This means that a payment receiver will have near immediate availability of funds sent using an RTP system. The RTP system is intended for domestic payments only. It prohibits payments which involve either a sender or receiver located outside the United States. You agree that to the extent you either send or receive payments through an RTP system, you will not use your accounts to do so on behalf of a person who is not a United States resident or otherwise domiciled in the United States and that you will comply with all regulations of the Office of Foreign Assets Control.

#### **REQUIRED SIGNATURES**

**Signature Comparison.** We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

**Number of Signatures.** You agree that if you

1. require the signatures of two or more persons to open an account;
2. have an account in which more than one signature is required to complete a transaction;
3. authorize someone to transact some but not all transactions on your account;
4. authorize someone to transact business on your account for limited purposes and no others; or
5. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

#### **CHANGES TO OUR AGREEMENT WITH YOU**

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure(s) or in another document.

#### **CLOSING YOUR ACCOUNT**

*This section does not apply to an active time deposit (or certificate of deposit) account.*

**If you intend to close your account:** If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account,

1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. if it is an interest-bearing account, accrued interest will not be paid.

#### **We can close your account:**

We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

As part of the account closure, any accounts linked to the Checking Account as overdraft protection will be de-linked. If a U.S. Bank Reserve Line of Credit is linked as overdraft protection to a Checking Account that is automatically closed, the Reserve Line will also be closed and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

#### **STATEMENTS AND NOTICES**

**Statements.** We will periodically make available to you a paper or eStatement of your checking or savings account. These statements show the transactions that occurred in the time period covered by the statement. If you elect **not** to receive or review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement (this includes any service charges, fees, reversals, refunds or interest that occurred since the last available statement). At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid periodically as disclosed in the product pricing information brochure.

**Combined Statements.** If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

**If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107, or sending a secured email by logging on to [usbank.com](http://usbank.com) and selecting “Contact Us”. Please include the following information in your correspondence: your name, account number(s) and the reference code “CMBSTMN.”**

**Your address.** You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

**Multiple owners.** Periodic statements and notices that we make available to one owner or agent/signer of an account will be the same as providing statements and notices to all owners of an account. You agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

**Your Duty to Examine Your Statement.** As used in this section, the term “problem” means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement within 30 calendar days after we mail the statement (or make the statement available) to you. You agree that we will not be responsible for:

1. any problem that you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. subsequent problems or fraudulent items occurring after 30 days of the first occurrence; if you fail to report the problem within 30 days of the first occurrence reported on your statement;
3. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
4. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. You agree that if the problem is the result of a series of events (for example, multiple forgeries over a period of time) then the date the first event occurred is the date from which the period to bring a legal action will begin to run. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of unauthorized paper debit on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the “**Electronic Banking Agreement**” sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

#### **RETURN OF CANCELLED CHECKS**

For some specific consumer and business checking accounts we currently offer three plans, with respect to the return of cancelled checks:

1. Check Safekeeping: paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid;
2. Image Checks on Statement: paid checks that are not returned - your statement will include a reduced image of the front of the check or front and back of a check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.) and
3. Returned Checks in Statement: paid checks that are returned with the statement - at our option, the paid checks may be a full size image of the front and back of the paid check in addition to the number, amount and date the check is paid as part of the statement. (See the **CHECK 21** section for more information about substitute checks.)

Option 1 is what you will get unless you specifically ask for option 2 or 3. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* or *Business Pricing Information* brochure or agreement for your account. (Both brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

#### **CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS**

**NOW Accounts:** Transaction accounts are NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least seven days’ written notice prior to withdrawal or transfer of any funds on your NOW Account.

#### **SAVINGS ACCOUNTS**

By the term “savings” account we mean an account that earns interest, but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit or certificate of deposit.)

We will provide you with a periodic (quarterly, monthly, annually based on your account type and account activity) statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

#### **Withdrawals:**

You can make withdrawals from a savings or money market account in many ways, such as:

1. in person by withdrawal slip;
2. at ATMs with an ATM card or debit card; (See section titled **Electronic Banking Agreement**. You must have a card and a PIN, and you must select your savings account as the account you want to access on the screen.)
3. by automatic (electronic) payment to a loan account with us; (You would have to set this up in advance.)
4. using your ATM or debit card for point-of-sale (POS) purchases with a merchant, online or in person; (This will only apply if the savings or money market account is the primary account attached to the ATM or debit card)\*
5. by automatic (electronic) payment to others; (You would have to set this up in advance.)\*
6. by telephone transfer to another account of yours with us; (You will need a PIN to use our automated system.)\*
7. by online transfers to other accounts with us; (You would need to arrange for online transactions.)\*
8. by online transfers to others; (You would need to arrange for online transactions.)\*
9. by check. (You would need to select a savings account that permits access by check.)\*

#### **Savings Withdrawal Limitations**

Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six (as denoted by \* above) per account cycle. This includes withdrawals made by check or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure, which can both be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657). Withdrawals and transfers made in person at a U.S. Bank branch or at an ATM are not included in the limit of six per account cycle.

If limitations are continuously exceeded, we may:

1. charge you an Excessive Withdrawal Fee (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure for information pertaining to Excessive Withdrawal Fee details, these brochures can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657);
2. close your savings account; and open a checking account; OR

3. convert your savings account to a checking account, and price it accordingly.

We reserve the right to require seven days' notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

### **S.T.A.R.T. PROGRAM AGREEMENT**

**(New enrollment discontinued as of November 15, 2015)**

#### ***Savings Today And Rewards Tomorrow®***

S.T.A.R.T. is a program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the "Program"), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

#### **Enrollment Process and Eligibility**

To be eligible for the Program, you must meet, and continue to meet, the following three requirements:

1. Open and/or maintain an active U.S. Bank Package, including:
  - A Silver, Gold or Platinum Package Checking account AND
  - A Package Money Market Savings account

*Note: Account ownership must be identical for both the package checking and package money market savings accounts.*
2. Enroll in the Program.
3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

#### **Qualifying Transfers Options**

A qualifying transfer must occur at least once per month from your Package Checking account ("checking account") to your Package Money Market Savings account ("savings account"). Three transfer options are available for you to choose. You are required to set up at least one option, but can utilize all three choices.

Note: Qualifying transfers may not be processed if your checking account has a negative Available Balance or if your balance would become negative as a result of the transfer.

**1. Scheduled Transfer option:** A recurring regularly scheduled transfer based on a specific amount transferred from the Package Checking to the Package Money Market Savings on a specific date(s) you select.

- Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. One-time or same-day transfers do not qualify.
- Example: Schedule a transfer of \$10.00 from your checking account to your savings account on the 1st of each month.

**2. Transfers Based on Debit Card Purchases:** A recurring transfer from the Package Checking account to the Package Money Market Savings account based on each number of U.S. Bank Debit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
- The total number of debit card purchase transactions posted to your checking account each day will be multiplied by the per transaction dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The debit card must be associated with the enrolled checking account. For joint checking accounts, more than one debit card can be designated and a separate transfer will occur for the activity of each card.
- Example: You have selected a transfer amount of \$.50. If five debit card purchases post on Tuesday, a transfer of \$2.50 will occur on Wednesday (from your checking account to your savings account).

**3. Transfers Based on Credit Card Purchases:** A recurring transfer based on the number of U.S. Bank Credit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer from the Package Checking account to the Package Money Market Savings account for each credit card purchase transaction.
- The total number of credit card purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The credit card owner's name must also be an owner on the enrolled S.T.A.R.T. checking account. For joint checking accounts, more than one credit card can be designated, and a separate transfer will occur for the activity of each card.
- All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
- If more than one credit card is enrolled in S.T.A.R.T. for this transfer option, separate transfers will occur for the total purchases posted to each card.
- Example: You have selected a transfer amount of \$3.00. If two credit card purchases post on Monday, a transfer of \$6.00 will occur on Tuesday (from your checking account to your savings account).

#### **S.T.A.R.T. Goals and Rewards**

The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. Your Goal Balance is the account balance of your Package Money Market Savings account at time of enrollment, plus \$1,000.00. You must reach Goal 1 before you become eligible for Goal 2.

**S.T.A.R.T. Goal 1:** When you reach the Goal 1 Balance in your Package Money Market Savings account AND a qualifying transfer occurs within 35 days of meeting the Goal 1 Balance, you will earn a \$50.00 U.S. Bank Rewards Visa Card.

**S.T.A.R.T. Goal 2:** When you maintain the Goal Balance in your Package Money Market Savings account for 12 consecutive months from the date of meeting Goal 1, you will earn a \$50.00 U.S. Bank Rewards Visa Card.

Note: Reward(s) will be sent to the primary savings account holder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The account holder is responsible for any applicable taxes. If your savings account is subject to State or Federal tax withholding, the amount of your U.S. Bank Rewards Visa Card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of \$100.00.

The U.S. Bank Rewards Card cannot be reloaded with additional funds, nor can it be used at an ATM. No cash access. Terms and conditions, including fees, apply. For complete terms and conditions, see the "U.S. Bank Rewards Card Cardholder Agreement" available at [usbankrewardscard.com](http://usbankrewardscard.com). This Rewards Card is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2018 U.S. Bank. Lost or stolen cards can be replaced if the card number is available. Other conditions apply. See the cardholder agreement for complete details.

#### **Think Twice™ Savings Feature Option**

- If you select the *Think Twice* option, you will receive a message giving you the opportunity to "think twice" before you make a withdrawal from your enrolled Package Money Market Savings account.
- This *Think Twice* message will be presented when a request for transfer or withdrawal is made through U.S. Bank ATMs, U.S. Bank branches, Online Banking and U.S. Bank 24-Hour Banking.
- *Think Twice* can be enabled or turned off anytime at a U.S. Bank branch, online via Online Banking or on the phone with U.S. Bank 24-Hour Banking.

#### **Monitor and Make Changes to your S.T.A.R.T. Selections**

You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via Online Banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking (see last page for phone numbers). Additionally, S.T.A.R.T. Mobile or Email Alerts can be set-up through Online Banking, and your monthly statements will provide S.T.A.R.T. progress information.

## **Program Termination**

Your participation in S.T.A.R.T. will end if:

- You notify your banker that you no longer wish to participate in the Program.
- Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
- A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement.

## **TIME DEPOSITS**

A time deposit is more commonly known as a certificate of deposit or CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call 24-Hour Banking, visit a local U.S. Bank branch, or go to [usbank.com](http://usbank.com) to find out what CD products and terms we offer.

If your time deposit, including single maturity, automatically renewable or Individual Retirement Account CD's, remains inactive for a pre-determined period of time, as required by state, and our attempts to find you fail we may transfer or escheat your funds to the state as required.

**Escheat** is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a pre-determined period of time, as required by state, and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

## **LIMIT OF LIABILITY**

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices**, for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

## **ELECTRONIC MESSAGES AND AGREEMENTS**

Many customers use the Internet and email as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to notify us of any changes to your email address.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to [fraud\\_help@usbank.com](mailto:fraud_help@usbank.com).**

## **LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS**

We are a national bank with many locations. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as “legal process”), you understand and agree that we will pay all amounts in the account in satisfaction of the legal process and in compliance with our understanding of applicable law. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account owners. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorney's fees and expenses, arising out of the service of the legal process on us and our response to it.

All legal process is subject to our rights of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle legal process pursuant to this part.

## **RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS**

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney's fees and expenses.

## **INCREASED COSTS TO MAINTAIN YOUR ACCOUNT**

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your account that increase our costs to maintain your account (for example, a requirement for us to pledge property to secure your account above the amount of any deposit insurance on your account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your account.

## **CONSUMER REPORT DISPUTES**

We may report information about your deposit accounts to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to:

U.S. Bank Attn: CBDH Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

## ACCOUNT INFORMATION

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

1. reporting of interest you earn to federal and state tax authorities;
2. reporting of cash transactions that are at reportable limits;
3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
4. responding to subpoenas, court orders, or government investigations.

## SETOFF

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, “account” includes any account you have with us or any of our divisions, departments, and affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and “you” includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. We will not be liable to you if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as the result of our enforcement of our rights of setoff in, or enforcement of our rights of setoff against, your account(s).

Our contractual right of setoff does not apply:

1. to an account that is an IRA or other tax-deferred retirement account;
2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to any security interest that we or an affiliate of ours might have in your deposit account.

## SECURITY INTEREST IN ACCOUNTS

You grant to us and our affiliates, a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and “you” includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In order to provide us and our affiliates with control over your account and all property in your account for purposes of perfecting the security interest granted above, you agree that we shall comply with any and all order, notices, requests and instructions originated by us or any of our affiliates directing disposition of the funds in your account without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring items which are presented for payment.

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our security interest against the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account(s).

## SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

## RESOLUTION OF DISPUTES BY ARBITRATION

**PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.**

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a “Claim” as further defined under the heading “Claims Covered by Arbitration”), including all questions of law or fact related thereto.

**Agreement to Arbitrate:** Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration:** Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account Agreement.

**Claims Not Covered By Arbitration:** Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

**Commencing an Arbitration:** The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this account Agreement. AAA’s Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief)

available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**No Class Action or Joinder of Parties:** You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**Arbitration Costs:** Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

**Applicable Law:** You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

**Severability:** Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

#### ATTORNEY'S FEES

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

## FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS – ALL ACCOUNTS

This funds availability policy applies to deposits into a checking or savings account made at a branch or ATM. This policy may not apply to deposits made remotely through a mobile or other electronic device.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Wealth Management Accounts and Retail Consumer and Business Accounts. We will make that clear in the section headings.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please review the product pricing information brochure for information regarding overdraft fees associated with your accounts.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

#### DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).**

In addition, cutoff times may also vary depending on whether it is a deposit envelope ATM or a no deposit envelope ATM. If you make a deposit before 6:00 p.m. (local time, at the ATM location) for a deposit envelope ATM or before 8:00 p.m. (local time, at the ATM location) for a no deposit envelope ATM on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at a deposit envelope ATM on or after 6:00 p.m. (local time), or on or after 8:00 p.m. (local time) for a no deposit envelope ATM or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

#### IMMEDIATE AVAILABILITY – ALL ACCOUNTS

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$200.00 from the total of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$200.00 availability is subject to the rule in the section titled **Longer Delays May Apply**.

#### LONGER DELAYS MAY APPLY

**Government Checks, Cashier's Checks, and Other Types of Special Checks.** If you make a deposit of one of the following items in person to one of our employees, our policy is to make the funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled **Longer Delays May Apply – Safeguard Exceptions**.

**Case-by-Case Delays.** In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200.00 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## **RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS**

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

## **WEALTH MANAGEMENT ACCOUNTS**

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section above titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks** and **Other Accounts** may also apply.

## **DEPOSITS AT AUTOMATED TELLER MACHINES – RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS**

**Our Machines.** If you make a deposit at an ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit. However, in certain circumstances, and at U.S. Bank's discretion, the funds may not be available until the second business day after the day of deposit.

**Other Machines.** Generally, deposits at an ATM that is not identified as ours with the U.S. Bank name are not permitted. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

## **SPECIAL RULES FOR NEW ACCOUNTS – RETAIL CONSUMER AND BUSINESS ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess amount over \$5,000.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to seven business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

## **CASHING CHECKS**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

## **OTHER ACCOUNTS**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

## **ADDITIONAL TERMS FOR BUSINESS ACCOUNTS**

**All other sections of this Agreement apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). The following sections apply to accounts used primarily for business purposes.**

## **UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL TRANSACTIONS**

**You agree that you, or anyone acting on your behalf, will not use your account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your account or terminate our banking relationship with you.**

## **DEPOSIT OF PRE-AUTHORIZED DRAFTS**

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these "drafts" into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These "drafts" are checks you create based on information your customer provides you, such as the customer's name and account number, and the express permission your customer gave you to draw on his account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from: (a) the date of the authorization of a one-time draft; or (b) from the date of revocation of the authorization of recurring drafts. You agree to provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

## **EARNINGS CREDIT**

Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. Your net service charge could be zero if your earnings credit equals or exceeds your total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

## **WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS**

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

## **FACSIMILE SIGNATURES**

You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

## **DEPOSITS**

**Truncation, Substitute Checks, and Other Check Images:** If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your remote deposit capture agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**Deposit Preparation, Sorting, and Endorsements:** You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. We require that you include the external processing code of "6" in Position 44 of the MICR line for all remotely created checks, and we reserve the right to dishonor any remotely created check that does not meet the requirement. You agree to indemnify us for any loss we incur that results from your failure to comply with these requirements.

**Requalification:** If you elect to have another bank or entity receive and process all of your returned checks, such other bank's endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

#### **FRAUD PREVENTION MEASURES.**

We offer certain products and services, such as "positive pay," and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

**CUSTOMER SEGREGATED ACCOUNTS.** Notwithstanding anything to the contrary in this Agreement or any other agreement, we will maintain all money designated as client money--by broker-dealers, future commission merchants, or derivatives clearing organizations--in customer segregated accounts in accordance with acknowledgement letters required by applicable SEC and CFTC rules and regulations.

## **ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS**

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking we will provide you with the U.S. Bank Online and Mobile Financial Services Agreement that governs the use of all online and mobile services ("Online Services").

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see last page for phone numbers), visit a local U.S. Bank branch or write to:

**U.S. Bank 24-Hour Banking  
EP-MN-WS5D,  
60 Livingston Ave.,  
St. Paul, MN 55107**

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

#### **TYPES OF TRANSACTIONS**

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

**Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your bank and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Direct Deposits.** You can arrange for direct deposits to your checking or savings account(s).

**Preauthorized Payments.** You can arrange to pay certain recurring bills from your checking or savings account(s).

**Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

#### **Expanded Account Access**

**What it is.** Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual. Expanded Account Access is also applicable to your Online Services.

**The "cards" that can get Expanded Account Access.** All U.S. Bank Debit Cards and ATM cards (excluding prepaid cards), and all U.S. Bank-issued Credit Cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

**Fees and Charges for Expanded Account Access.** There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* brochure. (This document can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable cardmember agreement.

**How to Cancel.** You can visit a branch or call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

#### **Account Access at Automated Teller Machines**

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts associated with your card.
- Get cash advances from your credit card or line of credit account using your U.S. Bank Debit Card or ATM card. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts associated with your card.
- Transfer funds from your account(s) associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your checking, savings, credit card and line of credit accounts associated with your card.
- Request a statement showing your most recent deposit account transactions. (Refer to the *Consumer Pricing Information* brochure regarding any fees for purchasing statements at ATMs. This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

#### **Purchases at Merchants**

You may use any of your U.S. Bank Debit Cards to make purchases at merchants that accept Visa® debit cards. You may use your U.S. Bank ATM Card and any of your U.S. Bank Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

#### **Partial Debit Card Transactions**

Some merchants may be enrolled in Visa's Partial Authorization service. This means that if you chose 'No' to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized.

For example, if you attempt a \$30.00 transaction when your account has an Available Balance of \$20.00, your purchase may be approved for \$20.00 instead of the entire transaction being declined.

## Other Electronic Transactions

In addition to transactions initiated by using your U.S. Bank Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your U.S. Bank Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

## LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

### New Accounts

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

### Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Debit Cards or U.S. Bank ATM Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for ATM cards are \$300.00 per day for cash withdrawals and \$1,000.00 per day for purchases. Our standard transaction limits for debit cards are \$500.00 per day for cash withdrawals and \$1,000.00 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000.00 per transaction and \$10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

### Debit Card Transactions

When you use your U.S. Bank Visa Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS**.

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

## FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Consumer Pricing Information* brochure. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) The fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges.** When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

## USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your U.S. Bank Debit Card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Consumer Pricing Information* brochure for fee information. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) We may block transactions in certain foreign countries. Call us at 800.872.2657 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

## ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

## DOCUMENTATION

**Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

**Pre-authorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call U.S. Bank 24-Hour Banking or visit our Online Banking site at [usbank.com](http://usbank.com) to find out whether or not the deposit has been made.

**Periodic statements.** You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled Dormant Accounts and Escheat (refer to page 11) and you have had no electronic activity, you will receive an annual statement.

## PREAUTHORIZED PAYMENTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at [usbank.com](http://usbank.com).

### Right to Stop Payment of Preauthorized Transfers

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers). You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

**If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.**

### OUR LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to Savings Accounts, Withdrawal section on page 13 for additional details).

### Authorized Transactions

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify U.S. Bank Fraud Liaison Center (see page 21) that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

### UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

**U.S. Bank Fraud Liaison Center**  
**877.595.6256**

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or
- Access devices returned as undeliverable by postal service.

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

**Zero Liability for All Transactions.** Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Debit Cards, the associated account numbers printed on them (including purchases made over the phone or online) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic fund transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

**After 60 Days from Statement Notice.** If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all unauthorized electronic fund transfers that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Online transactions, and purchases with any of your U.S. Bank Debit Cards, etc.) that occur after the 60 day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

### MINNESOTA LIABILITY DISCLOSURE

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to actual damages or \$500.00, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

### BUSINESS DAYS

Bank "business days" are Monday through Friday. Federal holidays are not included.

### CONFIDENTIALITY

We will disclose information to third parties about your account as permitted by law or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or
5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

### ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the last page, visit any U.S. Bank branch or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

**U.S. Bank**  
**EP-MN-W55D**  
**60 Livingston Ave.**  
**St. Paul, MN 55107**

Error resolution and contact information with respect to Online Banking services is provided in our *Online and Mobile Financial Services Agreement*. The Online Banking site may be accessed by going to the U.S. Bank web site at [usbank.com](http://usbank.com) and following the directions to login to Online and Mobile Banking. More detailed information is available on request.

**NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

**ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS**

This section governs transactions initiated by you or your employees using a U.S. Bank Business Debit Card or ATM Card or other U.S. Bank card products offered to business customers from time to time by U.S. Bank ("Business Debit Card(s)"). Your use of business debit cards are subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

**ACCOUNT ACCESS**

Any business debit card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business debit card, may access only related business checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor business debit cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business debit card selected by you and approved by us. All business debit card services may not be available depending on the access method selected.

**LIMITS ON TRANSFERS**

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described on page 20 and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**New Accounts**

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

**Security**

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Business Debit Cards or U.S. Bank Business ATM Cards, per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for business ATM cards are \$500.00 per day for cash withdrawals and \$2,500.00 per day for purchases. Our standard transaction limits for business debit cards are \$500.00 per day for cash withdrawals and \$10,000.00 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000.00 per transaction and \$10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

**Debit Card Transactions**

When you use your U.S. Bank Visa Business Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS**.

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

#### **Account Access at Automated Teller Machines**

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing statements at ATMs.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

#### **Purchases at Merchants**

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make purchases at Visa® merchants that accept debit cards. You may use any of your business debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your “primary” checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

#### **Employee Debit Cards and ATM Cards**

Business debit cards issued to employees only allow ATM deposits at an automated teller machine. They do not allow ATM cash withdrawals. Employee ATM cards do not have purchase access at merchants.

#### **Other Electronic Transactions**

In addition to transactions initiated by using your business debit card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your Business Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

#### **FEES**

We will charge you fees for electronic fund transfers in accordance with the information found in our *Business Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges.** When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

#### **USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS**

You may use your business debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Business Pricing Information* brochure for fee information. (This brochure can be obtained by stopping into a U.S. Bank branch. We may block transactions in certain foreign countries. Call us at 800.673.3555 for more information.) Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

**Additional fees may apply.** If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

#### **BALANCE REQUIREMENTS**

Transactions using your business debit card will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

#### **UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS AND SECURITY**

You are solely responsible for maintaining the security of your business debit cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business debit cards, including business debit card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business debit card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

You are generally protected from all liability for unauthorized use of your business debit card.

The U.S. Bank Zero Liability policy is subject to certain conditions. If we determine that the unauthorized transaction was caused by your gross negligence or fraud, the U.S. Bank Zero Liability policy will not apply. You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice.

You must report an unauthorized debit card transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. If you fail to give us notice of an unauthorized debit card transaction within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all debit card transactions that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to business accounts and we are not liable to reimburse you for unauthorized or erroneous transactions that may occur on your business account via electronic fund transfer.

If you believe that an erroneous or unauthorized transaction has occurred using your business debit card, or if your card has been lost or stolen, or if you want to cancel a business debit card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

**U.S. Bank Fraud Liaison Center**  
877.595.6256

## SAFE DEPOSIT BOX LEASE AGREEMENT

This Safe Deposit Box Lease Agreement (“Safe Deposit Box Agreement”) applies if you have rented a safe deposit box from U.S. Bank. It completely replaces any earlier lease or rental terms. The words “we,” “our,” and “us” refer to U.S. Bank, and the words “you” and “your” refer to each and all of the renters of that safe deposit box.

**Insurance.** Safe deposit boxes and their contents are **not** covered by FDIC-Insurance or U.S. Bank’s insurance policy. The Federal Deposit Insurance Corporation (FDIC) insures deposits in deposit accounts. Safe deposit boxes are considered storage space provided by the bank and do not fall under these insurance laws. Therefore, when considering whether to rent a safe deposit box, please check with your personal insurance carrier to determine whether safe deposit box contents are covered under your existing policy or if you will require additional insurance.

**Term.** The box is rented for a one-year period payable in advance. If you signed a safe deposit contract, then that one-year period begins on the date of that contract. Otherwise, the period ends on the due date shown on your safe deposit statement. This lease will be automatically renewed for a one-year term each time it expires unless you or we terminate as provided below or unless you fail to pay the rental amount for the renewal term in advance.

**Rental Fees.** We reserve the right to change the safe deposit box rental amount for any renewal term by billing you for the changed amount. Your rent, along with any tax that might be due, is payable in advance before the beginning of any renewal period. If we do not receive your rental payment or any other amount you owe us within 15 days after it is due, it may be charged against any deposit or credit account you have with us. Also, you agree to give us a lien on all contents of the box for any rent or other amount that you may owe us. You also agree to pay the fees outlined in the Safe Deposit Box Fees schedule, as shown in the *Consumer Pricing Information* brochure, which may be amended from time to time and are a part of this Safe Deposit Box Agreement. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) You agree to pay the late payment fee if your rent payment is not paid when due. We also reserve the right to charge fees for any changes or other activity in connection with your box.

**Our Duty.** Our duty is to use reasonable care to prevent anyone from opening the box other than you or your appointed deputy (agent) or court-appointed representative, except as we may otherwise be required or permitted by law. You, your deputies (agents), or other designated representatives agree to comply with our requirements for accessing the box.

**Keys.** You must immediately notify us if you lose one or more keys, or the combination, to your box. You also agree, in such a case, to pay all the expenses of opening the box, changing the lock, and replacing the keys.

**Items Stored.** You agree not to store any:

- guns, ammunition, explosives, or other items we may believe to be dangerous, or
- liquids, or
- items that we may conclude would interfere with the operation of the safe deposit vault, or
- property the possession of which would be a violation of law.

If we know or have reason to suspect you store these items, we may turn the box’s contents over to the police or other legal authorities, or permit those authorities to inspect the box’s contents, including any items stored in violation of this lease.

**Access.** If you are late making any payment due under this Safe Deposit Box Agreement, we can deny you access to the box. We may also deny access as required by law or if we reasonably believe we may be so required, or if there is a dispute over ownership or access rights, or if we have a reasonable doubt as to who is entitled to access.

If you die, become bankrupt, or are incapacitated, we may permit access to the box to the persons, and for the purposes, as the law allows or requires. You agree that if anyone having access to the box dies, you will give us notice of that death and provide documentation as required by State law before you seek access to the box. If we allow access to the box, and except as otherwise required by law, we have the right to require all owners (or their legal representatives) to be present. We reserve the right to charge a fee for access to the box.

If we know or have reason to suspect you store items in this box in violation of this Safe Deposit Box Agreement, we may block access to the box pending an investigation.

**Deputies (Agents).** You may appoint another person or persons, except for one of our officers or employees, as a deputy (agent) on your box. To appoint a deputy (agent) the individual renter or **all** joint renters must be present, along with the deputy, to sign the revised Safe Deposit Box contract. The renter or any co-renter may independently revoke the deputy appointment by signing the Access Revoked section of the deputy designation area of the contract. Deputies are permitted to access or close the safe deposit box without the presence of the renter(s). We may admit any deputy (agent) to the box until we either: (1) receive your authorization to revoke the deputy by signing the Access Revoked section of the contract, or (2) receive notice of the death or incapacity of the renter or one of the co-renters who appointed the deputy. You agree to be responsible for the actions of your deputies (agents) and to hold us harmless against any of their actions.

**Joint Rental.** If there is more than one renter on the safe deposit box, each person will have access to the safe deposit box. Each of you has the right to exchange the box or terminate the lease (surrender the box), and consent to an increase in box rent. Each of you will be liable for the full amount of payment due under this Safe Deposit Box Agreement.

**Corporate and Other Organization Renters.** A business safe deposit box may be rented to any Sole Proprietorship, Partnership, Association/Organization, or Corporation. In order to open a box in a business name, the business must provide appropriate legal documents (e.g., Articles of Incorporation, Partnership Agreement) and complete a “Business Safe Deposit Box Resolution”. Entry to the box will only be permitted to those parties you authorize based on the documentation we have on file. We reserve the right to require a new contract to be created and a new “Business Safe Deposit Box Resolution” if authorized signers change on a business owned box.

**Vault Hours.** Our vault is open only on banking days during our regular business hours or only during such other hours as we may set. In addition, we have the right to close or deny access to the vault temporarily if, in our judgment, it would be prudent to do so. For example, an event where we may deny access to the vault may include fire, unusual crowds, national emergency, malfunction of the vault door, and inclement weather.

**Location.** You agree that if we close the bank office or the safe deposit vault at the office where your box is located, you authorize us to move the box to another branch of the bank or we may require you to exchange your box for one at another branch of the bank. Upon acceptance of that exchange, you agree to move the contents from the old box to the new box within 30 days from receipt of notice from us. If you do not accept the exchange, then the lease shall be treated as terminated by us. In either case, you will remove the contents from the old box and return all keys or the combination to us in person within that 30-day period.

**Mailing Address.** You must notify us immediately in writing if you change your mailing address. We will regard the last address you have given us in our safe deposit vault record as correct, unless you have notified us in writing of any changes.

**Escheat.** You understand and agree that, should your box remain in a delinquent payment status for a length of time designated by law, we may have to turn over the contents of the box to the state. You further agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.

**Notice.** Any mailed notice that we may give to you shall be effective upon our putting that notice in the mail.

**Termination.** We may terminate this lease by giving you 30 days’ written notice, whether or not you have paid all amounts due to us. During that period, you must return all keys or the combination to us. You must also remove the contents of the box and pay past due rent or other amounts, if any. We will then give you a prorated refund of any rent you may have paid in advance. If you do not surrender all keys or combination in person and pay all amounts due when the lease expires or is terminated, we may forcibly open the box in accordance with applicable law and remove and store its contents for you at your expense. We may turn over to the police or other legal authorities, or permit those authorities to inspect, any item stored in violation of this lease. We will have no liability for the safekeeping of any contents. We will charge rent even after the lease is terminated, until you return all keys or combination to us.

If you wish to terminate this lease, you must remove all contents of the box, surrender all keys or the combination to us, and sign the surrender portion of the Safe Deposit Box contract. However, you will not receive a refund of any rent you have paid.

**Changes in Terms.** We may change the terms of this Safe Deposit Box Agreement by mailing you notice of the changes, publishing them in a newspaper, or posting them in our bank office. The changes shall become effective 15 days after such mailing, publishing or posting, unless before that 15th day you remove all contents from the box and surrender the box to us by returning all keys or the combination to us. You shall then be entitled to a refund of any unearned rent.

**Liability.** Although your safe deposit box is designed to be fire- and water-resistant and burglar-resistant, we do not guarantee absolute safety, nor are we liable for any contents which are claimed to be lost. Except for the duty specifically stated above, we have no liability for any damage to the contents of your box even if the damage resulted from our negligence. Under no circumstances do we serve as a bailee of anything you may put in it. You also agree to keep money, jewelry and other untraceable items in the box at your own risk.

**Our Costs and Losses.** You agree to reimburse us, upon our request, for any amounts we incur in connection with the removal and storage of box contents for which rent has not been paid, any failure to return all keys or combination upon termination, or lawsuits related to your box.

## RESOLUTION OF DISPUTES BY ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

**Agreement to Arbitrate:** Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration:** Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account Agreement.

**Claims Not Covered By Arbitration:** Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

**Commencing an Arbitration:** The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this account Agreement. AAA's Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this account Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**No Class Action or Joinder of Parties:** You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**Arbitration Costs:** Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

**Applicable Law:** You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

**Severability:** Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

## U.S. BANK CONSUMER RESERVE LINE AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate	<b>21.9%</b>
Paying Interest	Your due date is 20 days after the close of each billing cycle. There is no interest-free period.
Fees	
Annual Fee	None
Penalty Fees • Late Payment	<b>\$20.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement.

This Reserve Line Agreement ("Reserve Line Agreement") describes the U.S. Bank Consumer Reserve Line account. This is an open end line of credit that is (or can be) attached to a U.S. Bank checking account and provides "overdraft" protection (up to your credit limit).

If you accept the offer of a Reserve Line (overdraft protection) feature for your checking account, you agree to the terms below. Your acceptance will be further evidenced and confirmed the first time you access the account or by failing to cancel this account within 30 days after we mail notice to you of the creation of the account.

### DEFINITIONS

In this Reserve Line Agreement, the words, "YOU" and "YOUR" mean the borrower(s) under this Reserve Line Agreement who are also the account holders of the associated deposit account. If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the associated deposit account records. You confirm that such deposit account information is accurate, and you promise to keep it so.

"WE" and "OUR" mean U.S. Bank.

The "associated deposit account" is the deposit account to which this line of credit account is attached.

Your credit limit under this Reserve Line Agreement will be provided to you by separate notice.

The account number we give you for your deposit account will be the same number for your line of credit.

## USE OF ACCOUNT

Activation of this line of credit and your ability to draw funds may take up to three days from the date of your authorization of the account. Once activated, you can access this line of credit by requesting a withdrawal from your associated deposit account that, if allowed, would create an overdraft to that account (but for an advance under this Reserve Line Agreement).

This means you can access the line of credit by any method by which you can access your associated deposit account. Therefore, if you can access your deposit account through an ATM card, check, debit card, online transaction, preauthorized withdrawal, telephone or any other method of withdrawal, then you can access this line of credit by such method.

Your access to this line of credit is also subject to any limits on your ability to access your deposit account as well. (For example, your ATM machine daily withdrawal limit will indirectly limit your access to the loan account by that method of withdrawal.)

## U.S. BANK OVERDRAFT PROTECTION

This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the *Consumer Pricing Information* Brochure for fees that apply for Overdraft Protection Advances. (This brochure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

## CREDIT LIMIT

You agree not to allow your unpaid principal balance to exceed your credit limit.

If you attempt a withdrawal that would cause you to exceed your credit limit:

- we are under no obligation to make the loan; if we reject the advance, you will incur the fee on the deposit account for an insufficient funds item;
- if we make the loan and you thereby exceed your credit limit, this does not increase your credit limit, and we are not obligated to permit you to exceed your credit limit later; and
- if we make the loan, the excess over your limit is immediately due, can be taken from your deposit account when funds are available and, if not sooner paid, you agree to increase your next periodic payment by the amount you exceed your credit limit.

## CREDIT REVIEW

We may periodically review your creditworthiness. In doing so, we may review your credit reports and any other credit information that we believe to be relevant. We may request, and you agree to provide, any information regarding your financial condition that we believe appropriate for purposes of this review.

We reserve the right to periodically re-evaluate your account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your credit limit or terminate or suspend your right to further advances under this Reserve Line Agreement.

## STATEMENTS

Your billing cycle for this account is monthly. Each billing cycle in which there is a transaction or a balance we will send you (or make available) a statement which will show all loans, finance charges, payments and credits made to your account during the billing cycle and the date and amount your minimum payment is due.

## PAYMENT

You may repay your entire balance at any time, but if you do not, you must make a minimum monthly payment that will be equal to the greater of:

- (a) \$25.00 or the remaining balance, if less; or
- (b) 1% of your principal plus accrued interest and fees.

If your loan balance is over your credit limit, your minimum monthly payment will be as described above increased by the amount your balance exceeds your credit limit.

## AUTOMATIC PAYMENT

You authorize us to automatically deduct your minimum monthly payment from your associated deposit account on the due date shown on your statement. It is your responsibility to ensure that there are sufficient available funds in that deposit account to cover the minimum monthly payment due. If you do not have sufficient funds in your associated deposit account to make your minimum monthly payment, and we do not receive your minimum monthly payment by the payment due date, you will be charged a late payment fee of \$20.00.

The following arbitration provision is not applicable to "covered borrowers" as defined by regulations implementing the federal Military Lending Act, 32 C.F.R. Part 232.

## RESOLUTION OF DISPUTES BY ARBITRATION

**PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.**

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related thereto.

**Agreement to Arbitrate:** Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration:** Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account Agreement.

**Claims Not Covered By Arbitration:** Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

**Commencing an Arbitration:** The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules, except as modified by this account Agreement. AAA's Rules may be obtained from [www.adr.org](http://www.adr.org) or 1-800-778-7879 (toll-free).
- JAMS/Endispute ("JAMS") under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards, except as modified by this account Agreement. JAMS' Class Action Procedures shall not apply. JAMS' rules may be obtained from [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**No Class Action or Joinder of Parties:** You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

**Arbitration Costs:** Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

**Applicable Law:** You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

**Severability:** Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

#### **APPLICATION OF PAYMENTS**

All payments will be applied first to any unpaid Finance Charges that have accrued through the end of the preceding billing cycle, then to any other charges, and then the unpaid principal balance.

If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for seven business days. Any credit available before the payment is made will continue to be available for use during this time.

#### **INTEREST CHARGES AND FEES**

##### **Fees**

- **Late Payment Fee:** If we do not receive your minimum monthly payment by the due date, you will be charged a late payment fee of \$20.00.

##### **Interest Charge**

You agree to pay an INTEREST CHARGE on the unpaid balance of your U.S. Bank Consumer Reserve Line loans beginning on the date the funds are advanced to your checking account. We determine the INTEREST CHARGE for the billing cycle by taking the applicable daily periodic rate of 0.06% (corresponding ANNUAL PERCENTAGE RATE of 21.9%) and multiply that rate by the number of days in the billing cycle and multiplying that result by the Average Daily Balance for the billing cycle.

##### **Average Daily Balance**

We determine your Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

#### **APPLICABLE LAW**

You understand that we are a national bank located in Ohio. The law that will apply to this Reserve Line Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

#### **SECURITY INTEREST IN ASSOCIATED DEPOSIT ACCOUNT**

You grant to us a security interest in the associated deposit account to secure the payment of this line of credit.

For purposes of this security interest, you and we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph.

#### **ADDITIONAL PARTIES**

You shall not add a person to your deposit account with authority to make withdrawals unless that person agrees to assume responsibility for this Reserve Line Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Reserve Line Agreement.

#### **FOR EXECUTIVE OFFICERS**

Notwithstanding any other provision of this Reserve Line Agreement, we have the option to terminate this account and make the entire outstanding balance immediately due and payable if:

1. You are or become an executive officer of ours, and
2. Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

"Federal law" includes regulations and interpretations of federal agencies. "Your indebtedness" includes any debts attributed to you by federal law.

#### **DEFAULT**

You will be in default on this loan:

1. If your associated deposit account is assigned to a branch in **Iowa**, you fail to make a payment in full within 10 days of when it is due;
2. If your associated deposit account is assigned to a branch in **Wisconsin**,
  - a. You fail to pay in full when due on 2 occasions within any 12-month period; or
  - b. Your spouse sends us notice of termination of this plan;
3. If your associated deposit account is assigned to a branch in any other state (neither Iowa nor Wisconsin) you fail to make a payment in full when it is due;  
**Or, regardless of the state of the branch to which your associated deposit account is assigned,**
4. You fail to keep any other promise in this Reserve Line Agreement or the associated deposit account, and that failure materially impairs your ability to pay amounts due under this Reserve Line Agreement.

If any of you are in default on this Reserve Line Agreement we may exercise our remedies against any of you separately or all of you together.

#### **REMEDIES: YOUR RIGHTS IF YOU DEFAULT**

The remedies we have in the event of your default are, in some states, dependent on a limited right to cure a default, and to get notice of that right. We will provide the notice, which will explain your limited right, and permit you to cure a default, if and when required by state law.

If you are in default (and subject to any right to cure) we may:

- require you to pay the entire unpaid balance of principal and accrued interest before the scheduled due date;
- set off the debt against any amount we may owe you in the associated deposit account or any other deposit account interest you may have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further advances under this Reserve Line Agreement; and
- pursue any other method permitted by law to collect a debt.

#### **COSTS OF COLLECTION**

You agree in the event of your default, to pay the costs we incur to collect this debt ("Recover"). These costs will include our reasonable attorney's fees, (for an attorney who is not our salaried employee), to the extent not prohibited by state law. In the event that you file bankruptcy, these costs will include reasonable attorney's fees for an attorney who is not our salaried employee in the bankruptcy proceedings.

**In no state or event do we intend to claim or collect attorney's fees in circumstances when we are not entitled to do so.**

#### **DELAY IN ENFORCEMENT**

We can delay enforcing our rights under this Reserve Line Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Reserve Line Agreement without releasing any other.

#### **CANCELING OR AMENDING THIS RESERVE LINE AGREEMENT**

We may cancel or amend this Reserve Line Agreement at any time by notifying you at least 15 days (or such longer period as required by law) in advance in writing. Where permitted by law, the changes will apply to all existing and future balances. You have the same right to cancel for any reason or if you do not agree with our amendment, but your obligation to repay the amount owed continues. If more than one rate applies to your account, we will apply payments to the oldest rate's unpaid Finance Charge and unpaid principal balance first.

## FINANCIAL STATEMENTS

When we agree to make loans to you, we are relying on information you gave us on your application. You guarantee that this information is true and correct and that any information you give us in the future will also be true and correct.

You agree to provide us with additional financial statements as we may reasonably require. You agree that annual statements of this nature are reasonable, and that such annual statements may be used to adjust the credit limit for this account.

## CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 1.844.624.8230 or by writing to:

U.S. Bank, Attn: CBDH Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

## YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

## WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write us (on a separate sheet) as soon as possible at:

**U.S. Bank  
P.O. Box 3528  
Oshkosh, WI 54903-3528**

In your letter, you must give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

You have authorized us to automatically deduct payments from your checking account to apply on your line of credit. You can stop payment on any amount which you think is wrong by mailing your notice so that we receive it three business days before the payment is scheduled to occur.

## WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

## DISCLAIMER OF ORAL AGREEMENTS

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

## Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

## Important Military Lending Act Information

The following notice is required to be provided to and is only applicable to "covered borrowers" obtaining "consumer credit" as those terms are defined by regulations implementing the federal Military Lending Act ("MLA"):

**Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate (APR) of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts) and any participation fee charged (other than certain participation fees for a credit card account).**

If you have any question regarding this disclosure or would like to have the required MLA disclosures provided to you in a verbal manner, please feel free to contact us at 800-444-1244.

## ACCEPTANCE

**I accept the terms of this agreement. My acceptance will be further evidenced and confirmed the first time I access the account created and explained in this form, or, by failing to cancel this account within 30 days after you have mailed this disclosure to me (if I have not accessed the account before then).**

## U.S. BANK BUSINESS RESERVE LINE AGREEMENT

In this agreement, "I" "me" or "my" refers to the customer who has applied for or accepted a pre-approved offer for a U.S. Bank Business Reserve Line account (the "account"). "You" or "your" refers to U.S. Bank. "Applicant(s)" refers to the person or persons who requested the account on my behalf. "We" "our" or "us" refers jointly to me and each of the individual applicants. Use of the account or not canceling the account within thirty days after receipt of credit approval indicates our acceptance of the terms outlined below, including the personal guaranty by each of the applicants. "Credit limit" refers to the amount you disclose to me by separate communication as my credit limit. It is the maximum amount of money I am able to borrow under this agreement. "Checking account" means the checking account listed on my application or my pre-approved offer for the account. If you agree to make loans to me, you may rely on information, which I have submitted to you. We guarantee that this information is true and correct.

**1. Persons Liable For the Account.** We agree that we are jointly and severally liable for amounts due under the account. This liability extends to account balances due by the use of the account by (a) any person authorized to draw on the checking account (for account access by check overdraft) or (b) any person requesting an advance by other permitted means and believed by you to be authorized by me to request an advance, regardless of whether or not actually authorized by me to access the account. Any use of this account constitutes acceptance of the terms of this agreement for which we will each be responsible.

**2. Guaranty. Applicant agrees to be personally responsible for any credit granted under the terms of this agreement. Each applicant is a co-obligor with the customer and is primarily, jointly, and severally liable for the obligations of the customer.**

**3. Using the Account.** You agree to make loans to me under the account. I may request a loan by overdrawing my checking account, by phone, in person, by debit card or in any other way you approve. You will make each loan by advancing money in units of \$200.00 into my checking account. A request for a different amount will be rounded to the next higher \$200.00 but not more than the unused portion of my credit limit.

**4. Credit Limit.** We agree not to allow our unpaid principal balance to exceed my credit limit. Although you are not required to lend me any amount over my credit limit, you may make a loan if you choose. If I go over my credit limit, you may treat it as a loan under this account, except that we must repay any amount in excess of our credit limit immediately without notice or demand from you.

**5. Business Purpose.** Advances by U.S. Bank will be used exclusively for business purposes, and not for any personal, family, or household purposes.

**6. Credit Review.** You may periodically review our creditworthiness. In doing so, you may review our credit reports and any other credit information that you believe to be relevant. You may request, and we agree to provide, any information regarding our financial condition that you believe appropriate for purposes of this review. You reserve the right to periodically re-evaluate my account and, based on your credit criteria for determining the likelihood of repayment, increase or decrease my credit limit, including reducing my credit limit to zero.

**7. Statements.** Each month my regular checking account statement will contain a Business Reserve Line account section. It will state all loans, payments, credits, and finance charges during the billing cycle and the date my minimum payment is due.

**8. Payments.** We jointly and severally promise to pay you all amounts loaned under this account plus finance charges and any other amounts we may owe you. If my statement shows a balance due, I may: (a) pay the full amount; (b) make the minimum payment based on the standard rate; (c) make a fixed payment based on the standard minimum rate for a fully utilized credit limit; (d) elect the Zero Balance Option (if available to me) by authorizing you to debit my Demand Deposit Account daily to make payment on my Business Reserve Line account balance. On the day my normal payment is due, if the total of the daily payments taken is less than the minimum standard payment, I authorize you to debit the balance due to meet the minimum payment required from my Demand Deposit Account; (e) elect to use my skip payment option (if available to me); or (f) pay any amount greater than the minimum payment due. The minimum payment will be due on or before the day indicated on my monthly statement, and will be equal to the greater of \$25.00 or 3% of the balance due. If less than \$25.00 remains due, we will pay the full balance. For example, if I owe \$1500.00, my minimum monthly payment would be \$45.00. If any of us is an Executive Officer as defined by Regulation 'O', we understand you reserve the right to require us to repay on demand, either in whole or in part, the principal amount outstanding on loans made under this account.

**9. Interest Charge.** You will charge an interest charge for each day a balance is outstanding on the account. The interest charge begins to accrue on the date each loan posts to the account and will continue until paid in full.

The ANNUAL PERCENTAGE RATE of interest applicable to the account shall be a fixed rate of 21.9%.

#### **10. BALANCE COMPUTATION METHOD**

You determine my Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). You multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. You then divide the result by the number of billing days in the cycle. This is my Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

**11. Default.** We will be in default if: (a) we do not make a payment on time; or (b) we violate any provision of this agreement or any other agreement between us and U.S. Bank or (c) any of our checking accounts with you is garnished, levied against, or is closed for any reason; or (d) an Applicant dies; or (e) any of us becomes insolvent, assigns any property for the benefit of creditors, or goes into bankruptcy, receivership or anything similar; or (f) any of us fails to provide a financial statement, tax returns or any other financial information that you may reasonably request; or (g) any of us gives you any false information or acts dishonestly in connection with this account; or (h) anything happens which you feel increases the risk that any payment will not be made on time.

**12. Restriction – Payroll Accounts.** We understand and agree that we may not use our Business Reserve Line account for paying employee wages. We further acknowledge that you do not authorize or allow such uses, and that to use the account directly or indirectly for employment compensation is a violation of this agreement.

**13. Remedies.** If any of us is in default, you will give me notice of my right to cure the default if required by law. If we do not cure the default within the time stated in the notice, you may: (a) declare the entire balance of this account immediately due and payable without demand or notice to us; or (b) exercise any legal remedy available. Your remedies include, but are not limited to, exercising your right of setoff against any deposit account any of us has with you or your affiliates. We also agree to pay any attorney's fees, legal expenses, and costs incurred by you in enforcing this agreement, except as prohibited by law. We understand that if you choose to pursue one or more of these remedies, you are not waiving the right to choose later any other remedy until this account is paid in full. You can delay enforcing your rights under this agreement without losing them and still recover all amounts owed.

**14. Deposit Account Security Interest.** Unless it is prohibited by law, we give you a security interest in any deposit account we may at anytime have with you to secure this account. If the entire balance of this account becomes due, you may use such funds on deposit to pay this account. If the deposit is a time deposit, any early withdrawal penalty would not go to pay the account balance. If you take any funds or place a hold on funds to enforce a security interest in my deposit account, you will give me notice and right to cure as required by law. If you give me that notice, we will not have a claim against you for wrongful dishonor of checks written against our accounts or for any other damages to us arising from a hold on, or taking of funds.

**15. Governing Law.** The validity, construction and enforcement of this agreement are governed by the internal laws of the state in which you are located. If any other provision of this agreement violates the law and is unenforceable, the rest of the agreement will remain valid.

**16. Canceling or Amending this Agreement.** You have the right to cancel for any reason or amend this agreement at any time, by notifying me 15 days in advance in writing. Unless prohibited by law, the changes will apply to all existing and future balances. If I am in default, you can cancel use of this account without notifying me. I have the right to cancel for any reason at any time, but our obligation to repay the amount owed remains. You may at any time review my account and based on credit criteria for determining the likelihood of repayment of my account, reduce or cancel the use of my account.

**WARNING: The terms of this revolving loan account may be changed whether or not authorized by agreement in accordance with the Uniform Consumer Credit Code or other applicable law.**

To borrowers whose accounts are assigned to a branch in Missouri specifically, and to all borrowers generally.

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

#### **Spousal notices: Wisconsin Residents Only:**

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

**U.S. Bank 24-Hour Banking**

Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	314.425.2000
Minneapolis/St. Paul Metro Area:	612.USBANKS (872.2657)
Portland Metro Area:	503.USBANKS (872.2657)
All Other Areas:	800.USBANKS
Outside the U.S.:	503.401.9991 (call collect)

**U.S. Bank Business Service Center**

Monday - Friday:	8:00 a.m. to 8:00 p.m. CT
Saturday:	8:00 a.m. to 6:30 p.m. CT
Minneapolis/St. Paul Metro Area:	651.244.7770
All Other Areas within the U.S.:	800.673.3555
Outside the United States:	503.401.9992

**U.S. Bank Fraud Liaison Center**

877.595.6256

U.S. Bank accepts relay calls.

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