

Regions Now Visa® Prepaid Card Terms and Conditions

This document sets forth the terms and conditions (the "Agreement") that govern the Card. Your retention of, signature on, or use of the Card constitutes your acknowledgment and acceptance of this Agreement, including (but not limited to) the ARBITRATION AND JURY TRIAL WAIVER provisions, the provisions relating to our right to amend this Agreement, and the fees and charges described below. You should read this Agreement carefully and retain a copy for future reference.

ARBITRATION AND WAIVER OF JURY TRIAL. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Customer Service, Lost or Stolen Cards, Unauthorized Transactions, Errors or Questions

If you believe that your Card has been lost or stolen or your PIN has been compromised, that someone has transferred or may transfer funds from your Card without permission, or that an error has occurred regarding any Card transaction, or in the event you need to contact us for any other reason under this Agreement, you should call us or write to us:

Customer Service Telephone Number: 1-866-423-2265

Customer Service Address: Regions Electronic Funds Transfer Services, P.O. Box 413, Birmingham, AL 35201. You also may obtain information about the Card and Card services at regions.com/nowcard.

List of All Fees for Regions Now Visa Prepaid Card

Fees	Amount	Details
Get started		
Card purchase	\$0	
Monthly usage		
Monthly fee	\$5	Monthly fee is waived for any monthly statement period in which 7 purchases post to your card.
Add money		
Cash reload	\$0	No fee for cash reloads at any: <ul style="list-style-type: none"> • Regions branch, • Regions DepositSmart ATM, or • Shared reload network. Fees charged by a third party may apply to cash reloads at a shared reload network.
Direct deposit	\$0	
Fund transfer	\$0	No fee for transferring available funds from your Regions deposit account to your card: <ul style="list-style-type: none"> • At a Regions branch, • By calling Regions customer service, or • Using Regions Online and Mobile Banking.
Mobile load – available immediately	1%-4%	Of check amount (\$5 minimum fee). Percentage depends on check type and is disclosed before load can be completed. This fee will appear on your card transaction history as "Mobile Transaction Fee." (No charge for checks drawn on Regions for \$25 or less, excluding Two Party Business checks)
Wire transfer to your card		
• From a Regions account	\$5	Per transfer
• Other domestic transfer	\$15	Per transfer
• International transfer	\$18	Per transfer
Spend money		
Domestic purchase (with signature or PIN)	\$0	
Get cash in the U.S.		
ATM withdrawal (in-network)	\$0	"In-network" refers to the Regions Bank ATM Network. Locations can be found at regions.com/locator .
ATM withdrawal (out-of-network)	\$2.50	This is our fee. "Out-of-network" refers to all ATMs outside of the Regions Bank ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer service (automated)	\$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0	No fee for calling our live agent customer service line, including for balance inquiries.
ATM balance inquiry (in-network)	\$0	"In-network" refers to the Regions Bank ATM Network. Locations can be found at regions.com/locator .
ATM balance inquiry (out-of-network)	\$2.50	This is our fee. "Out-of-network" refers to all ATMs outside of the Regions Bank ATM Network. You may also be charged a fee by the ATM operator.
Paper statement	\$0	
ATM mini-statement	\$2	This mini-statement shows only your most recent transactions.
Notification of wire transfer to your card		
• Telephone notification	\$5	Per notification
• Fax notification	\$3.50	Per notification
• Email notification	\$0.50	Per notification
Using your card outside the U.S.		
International transactions (purchases and teller withdrawals)	3%	Of the U.S. dollar amount of each transaction. This fee will appear on your card transaction history as "International Service Assessment."
International ATM withdrawal	\$5	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$5	This is our fee. You may also be charged a fee by the ATM operator.

Card services		
Personalized card	\$10	Per card
Card for additional cardholder	\$0	
Replacement card	\$0	
Expedited replacement card	\$25	Per card
Other		
Inactivity	\$0	

Your funds will be held at Regions Bank, an FDIC-insured institution. Your funds are eligible for up to \$250,000 in FDIC insurance in the event Regions Bank fails. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Regions Bank by calling 1-866-423-2265; by mail at Regions Electronic Funds Transfer Services, P.O. Box 413, Birmingham, AL 35201; or visit [regions.com/nowcard](https://www.regions.com/nowcard).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

Card Limits

Transaction	Limit
Maximum Balance on Card	\$7,500
Total Purchases (Signature and PIN-based) per day	\$3,000 per card*
Total ATM Cash Withdrawals per day	\$808 per card*
Minimum Load	\$10
Maximum Cash Load at Regions DepositSmart ATM or any Shared Reload Network	\$500 plus any applicable fee

* If you request and are approved for a higher or lower daily limit for purchases and/or ATM cash withdrawals, your limits will be disclosed to you when you receive your personalized card.

Special Handling

Type of Transaction	Special Handling
Fuel Pumps	PIN purchase only (You must press "debit" when prompted at pump)
Rental Cars	Transactions not permitted
Restaurants, Hotels, Travel and Entertainment	Regions may authorize and hold more than purchase amount until finalized purchase is posted to the card (See Section 11 of the Agreement for more information)

1. Definitions. The following terms and definitions apply when used in this Agreement:

- **ACH Transfer** – a transfer through an automated clearing house network in which we participate.
- **ATM** – automated teller machine.
- **Business Day** – any day on which our offices are open to the public for carrying on substantially all of our business functions. Our business days are Monday through Friday, excluding holidays and days on which we may be closed due to emergency conditions.
- **Card** – the Regions Now Card®, including any non-personalized temporary card that is provided to you prior to the issuance of a personalized card, issued by us to you in connection with this Agreement, and/or any other general purpose reloadable stored value card issued by us under any other name or brand and assigned to you in connection with this Agreement. The term Card includes the 16-digit Card number and, as the context may require, includes multiple, replacement, or substitute Cards we may issue, and/or Cards we may issue to Additional Cardholders in connection with this Agreement.
- **PIN** – personal identification number.
- **POS** – point of sale.
- **Regions ATM** – any ATM operated by Regions Bank, including (but not limited to) our DepositSmart ATMs®.
- **Regions Online Banking** – any digital banking services we may offer that you can use in connection with your Card. These services may be subject to separate terms and conditions.
- **Regions Mobile Banking** – any digital banking services we may offer that you can use in connection with your Card and access through your mobile device. These services may be subject to separate terms and conditions, and your mobile carrier's messaging and data fees may apply.
- **Shared Network ATM Terminal** – any ATM terminal operated either directly or indirectly by participants in a network in which we participate.
- **Shared Network POS Terminal** – any POS terminal operated either directly or indirectly by participants in a network in which we participate.
- **Terminal** – as applicable, any Regions ATM, any Shared Network ATM Terminal and/or any Shared Network POS Terminal.
- **You, your, and yours** – the person to whom the Card is issued (including, but not limited to, any Additional Cardholder described in Section 3 of this Agreement) and any other person that you authorize to use the Card.
- **We, us, and our** – Regions Bank and, as the context may require, any agent, independent contractor, designee or assignees that we may, in our sole discretion, involve in the processing of Card transactions and, with respect to any ARBITRATION AND JURY TRIAL WAIVER provisions in this Agreement, such terms also mean and refer to Regions Bank and its parent(s), subsidiaries, affiliates, employees, officers, directors, agents and representatives, as may exist from time to time.

Other definitions may appear elsewhere within this Agreement.

2. **The Card.** You acknowledge and agree that the Card is a general purpose reloadable prepaid stored value card. The Card is neither a gift card, a credit card nor a deposit account debit card. Except as provided below in Section 12, the monetary value accessible through use of the Card is limited to the funds that you have previously loaded to the Card or that have been loaded to the Card on your behalf. The Card is not and does not access an individual deposit account held by you or for your benefit for purposes of certain laws and regulations (including, but not limited to, Regulation DD of the Board of Governors of the Federal Reserve System). However, we may use the term "account" and related terms for convenience from time to time when communicating with you about the Card and transactions and inquiries made with the Card. Except as we may otherwise permit in our sole and absolute discretion, the Card is your only means of accessing the funds loaded to the Card (except when the card is closed and all funds remaining on the Card may be provided to you in a single transaction), and you may perform Card transactions only as described in this Agreement. You cannot link the Card to any deposit or credit account that you may have with us or with any other financial institution, except as provided in this Agreement. You may not use Regions Online or Mobile Banking to make payments using Card funds. You will not receive any interest on funds loaded to the Card. In our sole discretion we may refuse to issue a Card to anyone for any reason. We may provide you with a non-personalized temporary Card for immediate use pending the delivery to you of a personalized Card bearing your name. The transactions and uses described in this Agreement are generally available for the temporary Card. However, because your name will not appear on the front of the temporary Card, merchants who require identity verification may be unwilling to accept a temporary Card. Notwithstanding any expiration date that may appear on the temporary card, the temporary Card will no longer be valid for use upon the earlier of (i) 90 days after the issuance of the temporary Card or (ii) your activation of the personalized Card that is delivered to you. Upon activation of your personalized Card, any funds remaining on the temporary Card will be available on your personalized Card.

3. Additional Cards. The person who originally requested and was issued a Card under this Agreement is referred to in this Agreement as the “Primary Cardholder,” and each person to whom we issue a Card at the Primary Cardholder’s request is called an “Additional Cardholder.” When the Primary Cardholder and any Additional Cardholders are referred to together, they are called “Cardholders.” The Primary Cardholder may request us to issue an additional Card to another person. If we approve the request, we will mail the additional Card to the address of the Additional Cardholder specified by the Primary Cardholder or, if no address is specified, to the mailing address of the Primary Cardholder shown on our records. Only the Primary Cardholder may request that we issue a Card to another person or change the mailing address of the Primary Cardholder. An Additional Cardholder may, however, request that we issue a replacement Card to him or her. We may require the Primary Cardholder to authorize the issuance of any Card to any Additional Cardholder in person at one of our offices. Each Additional Cardholder must meet our requirements for the issuance of a Card and the requirements imposed by law. The Primary Cardholder and every Additional Cardholder hereby appoint each other as his or her agent and grant to each agent authority to do all acts that the person granting the authority could do in connection with a Card or this Agreement, except that only the Primary Cardholder, and no agent acting as such, may authorize the issuance of a Card to an Additional Cardholder, cancel a Card issued to an Additional Cardholder, or change the mailing address of the Primary Cardholder. We may limit the number of Additional Cardholders and may set reasonable restrictions and limitations intended to protect the security of funds loaded on Cards. The Cardholders agree and acknowledge that no notice of the issuance of any Card to an Additional Cardholder will be given to any other Additional Cardholders, that no prior notice of the use of any Card by any of the other Cardholders will be given to any of them, and that none of them will have any right or opportunity to object to or reverse the use of any Card by any of the other Cardholders.

Each Card issued to any Additional Cardholder will be subject to the “List of All Fees” at the beginning of this Agreement, and all funds loaded by the Primary Cardholder and/or by any Additional Cardholder will be combined on the Cards and will be available for use by any or all Cardholders and for the payment of fees and charges payable by any or all Cardholders. Subject to the terms and conditions of this Agreement, any and all Cardholders may spend and withdraw without restriction any and all funds loaded on the Cards, and any and all Cardholders will have the ability to access the online record of transactions made by use of any Card and funds loaded on any Card by any of them. Funds loaded on the Cards may become subject to authorization holds for transactions initiated by any of the Cardholders.

Important Notice: Access to funds loaded on a Card is not limited to the person who loaded the funds. The Primary Cardholder and any Additional Cardholder may use his or her Card to spend or withdraw any and all funds loaded on a Card by the Primary Cardholder or any Additional Cardholder at any time, without regard to the source of the funds.

The obligations, waivers and consents of the Primary Cardholder under this Agreement extend to those arising from or related to the possession, use or loading of all Cards issued in connection with this Agreement. If one or more Cards have been issued to one or more Additional Cardholders, in the event of a conflict between any provision of this section and any provision contained in another section of this Agreement, the provisions of this section will control.

4. Your Personal Identification Number; Signature on the Card. You agree to sign the back of the Card immediately upon receipt to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card. If a PIN is established by you or us for use with the Card, you agree (i) not to provide the PIN or the Card to any person not authorized to use the PIN and the Card; (ii) not to write your PIN on the Card or anything else likely to fall into the wrong hands, and not to do anything else that would cause or increase the risk of unauthorized or fraudulent use of the Card; and (iii) to keep the Card and the PIN in a safe place and to otherwise protect the Card and PIN from fraudulent or unauthorized use.

5. Transactions with Your Card; Limitations. Subject to the terms and conditions of this Agreement, you may access the funds loaded to your Card only by using your Card (including the 16-digit Card number) for the following types of transactions:

- To make cash withdrawals and balance inquiries at Regions ATMs and at Shared Network ATM Terminals.
- If a merchant maintains a Shared Network ATM/POS Terminal and accepts the Card, to pay that merchant for the goods or services purchased (including transactions conducted over the internet).
- To purchase goods or pay for services at merchants that accept Visa debit cards and/or accept the Card (including transactions conducted over the internet).
- To obtain cash withdrawals at the teller of any financial institution that displays the Visa logo and/or accepts the Card.
- To make payments with billers that accept the Card.

Some transactions may not be available at all Terminals or on all electronic funds transfer networks, and not all merchants and financial institutions will accept the Card for all transactions. Limitations on these transactions are described elsewhere in this Agreement, including in the “Special Handling” section of the List of All Fees and in Section 11.

You agree not to use the following or any other method not expressly provided in this Agreement (a “Prohibited Access Method”) to access funds loaded to your Card:

- You agree not to use an ACH Transfer to debit funds from your Card.
- You also agree not to use funds from the Card to make a wire transfer.
- You agree not to use a check or draft to make a payment with funds from your Card.

If you use any Prohibited Access Method to attempt to access funds on the Card, Regions has no obligation to allow you to do so and, regardless of whether Regions permits the access, it may immediately close the Card without advance notice to you.

For security reasons, from time to time we may impose additional limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using your Card and/or PIN. Also, your ability to initiate transactions may be limited by other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations, and you acknowledge that we may change applicable limitations at any time in our sole discretion.

6. Loading Funds on the Card. You may load funds to the Card as follows:

- You may remit cash for a Card load at any of our branches or at one of our DepositSmart ATMs.
- You may transfer available funds from a deposit account you have with us to the Card at any of our branches, by calling the customer service telephone number provided in this Agreement, or through Regions Online Banking and Mobile Banking.
- You may arrange for your employer or other payor to credit your Card with payroll funds or other funds owed to you through an ACH Transfer (“direct deposit”). To set up such an arrangement, you must provide your employer or payor with your Card number and Regions’ routing number for Now Cards, which you may obtain by visiting regions.com/nowcard, by calling the customer service telephone number provided in this Agreement, or by visiting one of our branches. You may cancel your authorization for direct deposits at any time by sending a written notice to your employer/payor, but direct deposits may continue until your employer/payor has had sufficient time to act on your notice. Your employer/payor may terminate direct deposits to your Card, with or without cause, at any time. We have no obligation to you in the event your employer/payor delays in providing or fails to provide either funds or instructions for loading those funds onto your Card. If you have a dispute with your employer/payor about the amount owed to you by the employer/payor, you agree to not involve us in that dispute and to resolve that dispute solely with your employer/payor.
- You may remit cash for a Card load at any third-party retail location that participates in any reload network in which we participate. When you use a third-party retail location to load funds to the Card, the third-party retailer acts as your agent in the transmittal of funds to us. You may obtain information about any reload networks in which we participate at regions.com/nowcard.
- If available through Regions Mobile Banking, you may use the mobile remote deposit service to transmit check images to us in order to load funds to your Card. The fee associated with loading funds on the card using this method may appear on your transaction history as a “Mobile Transaction Fee.”

We reserve the right to accept, reject or limit any attempted load of funds onto the Card in our sole and absolute discretion.

7. Regions Early Pay Service. With the Regions Early Pay service, we may make funds from a direct deposit available to you up to two business days prior to our receipt of the funds for a regularly recurring direct deposit loaded on your Card, subject to the terms and conditions of this Agreement. All Cards that meet our criteria for Early Pay are automatically enrolled for the Early Pay service, and there is no fee for this service. You may opt out of the Early Pay service at any time by contacting a Regions banking office or calling 1-800-REGIONS. It may take up to 60 days to process your opt-out request, and we may continue to provide the Early Pay service during that time. We may determine which direct deposits and which Cards qualify for the Early Pay service in our discretion and according to criteria we establish from time to time. Whether a direct deposit or Card qualifies for the service may depend on a variety of factors, such as the time of receipt or terms or coding of a payor’s ACH Transfer, fraud prevention restrictions (including restrictions related to the amount of a direct deposit), and other confidential risk considerations. These factors may change from time to time without notice to you. Once a regularly recurring direct deposit starts, it may take up to 60 days for us to determine whether the direct deposit qualifies for the Early Pay service, and our determination may change over time. We do not guarantee that any direct deposit will qualify for the Early Pay service. Any direct deposit that does not qualify for the service will be made available as provided in Section 8 below. If we make funds from a direct deposit available to you prior to the time we receive the funds from the payor through an ACH Transfer, but we are unable to collect part or all of the funds, you will be liable to repay us the funds we made available to you. In this situation, you agree that we may debit the funds from your Card without prior notice to you, even if the debit will result in a negative balance on your Card. We provide the Early Pay service as a courtesy in our sole and absolute discretion, and we may terminate, suspend, or modify the service at any time without notice to you.

8. Availability of Loads. Our policy is to make funds loaded to your Card available to you no later than the next business day following the day of the load. Except as provided in Section 7 of the Agreement, funds loaded by ACH Transfer or other electronic funds transfer methods will be available on the date we receive the funds. Availability or use of funds loaded to the Card may be delayed or denied in the event of technology malfunctions, or pursuant to our compliance with or discharge of legal or regulatory responsibilities, or as otherwise provided in this Agreement.

9. FDIC Insurance. Funds loaded to your Card are tracked in an omnibus account maintained by us. We also track your Card transactions and balances in a sub-account for your Card. The omnibus account and the sub-account are maintained for our administrative and recordkeeping purposes. You have no legal ownership or account-holder interest in either the omnibus account or the sub-account; however, you are the owner of the funds loaded to your Card. Funds loaded to your Card should be insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to the rules and regulations of the FDIC. For more information about FDIC insurance, visit www.fdic.gov. Funds to be loaded to your Card will not be eligible for FDIC insurance until we actually receive such funds.

10. Authorization and Payment of Transactions. Except as otherwise provided in this Agreement, you are responsible for all transactions made with the Card. You promise to use the Card to make only the types of transactions described in this Agreement. You agree that we may process any Card transactions properly authorized through the use of the PIN, or through your signature or the signature of an authorized person using the Card, as the case may be, or otherwise authorized by you or any person using the Card with your consent or authorization. You appoint as your attorney-in-fact for any transactions or inquiries involving your Card each and every person who receives or otherwise uses the Card with your consent or authorization. All persons using the Card are bound by and subject to the terms and conditions of this Agreement. You agree that the methods and procedures for the authorization and authentication of Card transactions described in and contemplated by this Agreement constitute commercially reasonable security procedures for electronic funds transactions under applicable law. You authorize us to use the funds stored on your Card to pay the total amount of any transactions originated by use of the Card and any applicable fees. Your use of the Card for a payment or cash withdrawal is regarded as a withdrawal from and/or use of Card funds at the time the Card is used, even if the transaction is not posted at that time, and you authorize us to deduct the amount of the transaction and any applicable fees at that time.

11. Authorization Holds. Some merchants may request preauthorization for a Card transaction in the purchase amount plus an estimated additional amount to ensure there are sufficient funds available to cover tips or incidental expenses incurred with that transaction. Such a preauthorization request may result in a "hold" on your available Card funds in the amount the merchant submits for preauthorization ("Authorization Hold"). Once the final amount of the transaction is determined and has been processed and settled, your Card will be debited for such amount and the Authorization Hold will be removed. During the period of any Authorization Hold, the Card funds that are subject to the Authorization Hold will generally not be available for other Card transactions. We will have no liability to you in the event we decline any Card transaction because an Authorization Hold is in place. We reserve the right to release, in our discretion, any Authorization Hold in order to make funds available for other Card transactions and, unless otherwise provided by law, if we do so we will have no liability to you if we subsequently reject the transaction corresponding to the Authorization Hold due to insufficient Card funds. We will have no liability to you in the event any merchant delays or fails to complete the final processing of any Card transaction that corresponds to an Authorization Hold, and/or in the event any merchant requests an Authorization Hold in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies or any other third parties not under our control, except as may be required under applicable law. During the period of any Authorization Hold, the Card balance reported to you might not reflect that the Authorization Hold is or was in place because available balances are sometimes based on actual debits or credits to your Card rather than on Authorization Holds. You are responsible for knowing when you have initiated a Card transaction that might result in an Authorization Hold and for managing other Card transactions accordingly during the period of an Authorization Hold.

12. Insufficient Funds. You must have a sufficient balance of funds on the Card at the time of a transaction in order to perform the transaction. If you attempt a Card transaction for an amount that is greater than the available balance on your Card, we have no obligation to approve that transaction, even if we previously have approved other insufficient funds transactions. In the event that we, in our sole discretion, settle or pay a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, this will result in a negative funds balance on your Card. You agree immediately to pay us the amount of the negative funds balance without further demand by us, subject to the requirements of applicable law or regulation. We may deduct the amount of the negative balance from the funds later loaded on your Card, subject to the requirements of applicable law or regulation.

13. Balance and Transaction History. When you conduct a transaction at a Terminal, you generally will be provided with a receipt for the transaction; however, you may not receive a receipt if the amount of the transaction is \$15 or less. If you have arranged to have direct deposits made to your Card at least once every 60 days by your employer or other payor, you can call us at 1-866-423-2265 to find out whether or not a particular direct deposit has been made. It is your responsibility to keep a record of the loads, withdrawals and other transactions, and fees on your Card so that you always will know the current balance of funds on your Card. You may obtain the current balance of funds on your Card (i) by calling us at the customer service telephone number provided in this Agreement, (ii) at any of our ATMs or at any Shared Network ATM Terminal, or (iii) at any of our branches. Your current balance also is available through Regions Online Banking, along with (i) a statement showing your transactions for the most recent monthly period, and (ii) a 12-month history of transactions on your Card. You may obtain a written history covering at least 24 months of transactions on your Card by calling us at the customer service telephone number provided in this Agreement, or by writing us at the customer service address provided in this Agreement. You will not be charged a fee for this written history. Because of operational constraints related to processing or posting transactions on your Card, balance information and transaction histories you obtain may not reflect transactions that are still in process at the time the information is provided.

14. Transactions with Merchants. You may not stop payment on any Card purchase transaction, except as otherwise provided in this Agreement. We are not responsible for the quality of goods, property or services you purchase with the Card. Any claims concerning goods, property or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert against such merchant or seller will not relieve you of your responsibility to us for the total amount of the Card transaction. If you are entitled to a refund for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. No cash refunds will be made by us to you on Card purchases. If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your Card number or expiration date changes, or your Card is canceled or terminated. However, if we issue a replacement Card to you, you authorize us, without obligation on our part, to provide information related to the replacement Card to the merchant in order to permit the merchant to bill recurring charges to the replacement Card, and you authorize us to apply such recurring charges to the replacement Card until you notify us and the merchant that you have revoked authorization for charges to the Card.

15. International Transactions. If you use your Card for transactions made in currencies other than U.S. Dollars, the transactions will be converted to U.S. Dollars under the rules established by Visa then in effect. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. The exchange rate between the transaction currency and the billing currency is either (1) 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 (2) the government-mandated rate in effect for the applicable central processing date. We will impose an International Service Assessment ("ISA") fee of three percent (3%) of the amount of each purchase, any purchase-related credit, and any non-ATM cash withdrawal that is made either in a currency other than U.S. Dollars or in a country other than the United States. The ISA fee will appear on your Card transaction history. Additional fees for international transactions are disclosed in the "List of All Fees" at the beginning of this Agreement.

16. Illegal, Gambling and High-Risk Transactions. You agree that you will not use the Card for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. You acknowledge and agree that we have no obligation to monitor, review or evaluate your Card transactions for legality and that we may presume that all of your Card transactions are legal in all applicable jurisdictions. You also agree that you will not use your Card in connection with any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an illegal transaction, an internet or online gambling transaction, or a high-risk transaction. To the fullest extent permitted by law, you further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

17. Terminals. Although Terminals should be generally reliable, they may not always be operating properly and available for your use at all times. You agree not to attempt a transaction when the circumstances indicate that the Terminal is closed, is not operating properly or is otherwise unable to effect the transaction you desire. Terminals may be closed from time to time. You agree that we will not be liable to you for any damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law. You agree that we are not responsible for providing security guards or, unless required under applicable law, other security measures at Terminals.

18. Your Liability for Unauthorized Transactions. An unauthorized transaction means a transaction using your Card that is initiated by another person without your authority to initiate the transaction and from which you receive no benefit. The term does not include any transaction that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transactions by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

• Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or is subject to unauthorized use. Telephoning us at the number provided in this Agreement is the best way of keeping your possible losses

down. You could lose all your money on your Card. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

- If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.
- Also, if your Card transaction history shows any transaction that you did not make, tell us at once. If you do not tell us within the earliest of (i) 60 days after the date you electronically accessed your Card transaction history on which the transaction appeared, (ii) 60 days after the date we sent you the FIRST written transaction history on which the transaction appeared, or (iii) 120 days after the transaction was credited or debited to your Card, you may not get back any money you lost after the 60 days or 120 days, as applicable, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- You agree to cooperate completely with us in our attempts to recover funds from unauthorized users and to assist in their prosecution.
- We will extend to you the benefits of Visa's Zero Liability Policy in effect at the time of any unauthorized use. In the event that no zero liability policy applies, the provisions above will apply.

19. In Case of Errors or Questions About Your Card or Card Transactions. Telephone us at the customer service number provided in this Agreement or write us at the customer service address provided in this Agreement as soon as you can, if you think an error has occurred regarding your Card or any Card transaction. We must allow you to report a suspected error until the earliest of (i) 60 days after the date you electronically accessed your Card transaction history on which error appeared, (ii) 60 days after the date we sent you the FIRST written transaction history on which the error appeared, or (iii) 120 days after the alleged erroneous transaction was made with your Card. You may request a written history of your transactions at any time by calling us at the customer service number provided in this Agreement or writing us at the customer service address provided in this Agreement. You will need to tell us:

- Your name and Card number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) 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 complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card.

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

We will tell you the results within three (3) 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. If you need more information about our error-resolution procedures, call us at the customer service number provided in this Agreement.

20. Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Card on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your Card does not contain enough money to make the transfer.
- If your funds are being held or frozen or are subject to legal process, court order or other restriction prohibiting the transfer.
- If the Terminal where you are making the transfer does not have enough cash.
- If the Terminal (or system) was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transfer, despite reasonable precautions that we have taken.
- If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.
- If your Card or PIN has been reported lost or stolen, or if we suspect that the Card or PIN is being used fraudulently or in breach of the terms of this Agreement, or if your Card has been damaged.
- If we do not receive the necessary transfer data from a third party, or if such data is incomplete or erroneous when received by us.
- If making the transfer would cause us to violate any law, rule or regulation to which we are subject.
- If your Card funds are presumed abandoned under applicable law, or if we consider your Card to be dormant or inactive under our policies and procedures.
- If a merchant, financial institution or other party refuses to accept your Card.
- If any failure on our part was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in this Agreement or otherwise provided by applicable law.

21. Disclosure of Information to Third Parties. We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Card or funds for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission, or
- Otherwise in accordance with our privacy notice, which was provided to you when you applied for or received your Card. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website at www.regions.com.

22. Visa Emergency Cash and Emergency Card Replacement Services. We may provide personal data about you to Visa U.S.A., its members, or their respective contractors for the purpose of providing Visa Emergency Cash and Emergency Card Replacement Services requested by you. You consent to the disclosure of such data to such parties.

23. Preauthorized Payments. If you have arranged in advance to make regular payments from your Card, you can stop any of these payments. Here's how: Call us at the customer service number provided in this Agreement or write us at the customer service address provided in this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we may be liable for your actual losses or damages.

If regular payments from your Card may vary in amount, the person you are going to pay may tell you, ten (10) days before each payment, when it will be made and how much it will be. The person may give you the option to get this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits you set.

24. Fees and Charges for Use of the Card. You agree to pay all applicable fees and charges disclosed in the "List of All Fees" at the beginning of this Agreement or otherwise disclosed in this Agreement, and you authorize us to deduct these fees and charges from the funds stored on your Card without any further notice or demand, even if your Card is inactive, abandoned or unclaimed. We shall not be liable for rejecting any transactions on your Card because of insufficient funds resulting from deduction of these fees and other charges. We reserve the right to change fees and charges from time to time. Please contact us at the customer service telephone number provided in this Agreement for current information about applicable fees. If you use a Terminal that is not owned by us, you may be charged a separate fee by the owner or operator of the Terminal (or any network used), and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You also may be charged fees by other third parties, such as merchants or other banks and financial institutions, when you use the Card for a transaction with them. We do not control or set fees charged by such other parties, and such fees are in addition to any fees that we may charge in connection with a transaction.

25. Card Expiration; Renewal. Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, the transactions may not be processed. If there is a balance remaining on the Card upon expiration and your Card is in good standing, we will transfer the balance to a new Card and send it to you, subject to the other terms and provisions of this Agreement.

26. Closing a Card. When used in this Agreement with reference to the Card, the term “close” means any action by us to deactivate, cancel, repossess, revoke, or terminate or suspend your right to use the Card, and/or action by you to cancel and terminate your use of the Card. The Card remains our property and must be surrendered to us upon demand. We may, without any liability to you, close the Card at any time, for any reason or no reason, without prior notice, subject to applicable law.

The Primary Cardholder may request us to close a Card issued to the Primary Cardholder or any Additional Cardholder. Any Additional Cardholder may close a Card issued to him or her only. You may close your Card at any time by notifying us at the customer service telephone number provided in this Agreement. We will close the Card after we receive the request and have a reasonable time to act on it. If any Additional Cardholder's Card is closed, all funds will remain loaded on the Cards of the Primary Cardholder and any remaining Additional Cardholders without regard to the source of the funds. If the Primary Cardholder closes his or her Card, all Additional Cards may be closed by us. In the event the Primary Cardholder's Card is closed, we may transfer any remaining Card funds, after deducting outstanding fees, charges and transactions, to the Primary Cardholder without regard to the source of the funds.

Once the Card is closed, you may no longer use the Card. You must notify all third parties who may make preauthorized or recurring credits or debits to your Card that the Card has been closed and make other arrangements for such transactions that do not involve the use of the Card. We may, in our sole discretion, honor or reject transactions to your Card after the Card has been closed, and we will have no liability to you for such actions. Acceptance of any transaction after the Card has been closed does not obligate us to reactivate the Card. Once your Card has been permanently and finally closed, whether by you or by us, we will arrange to transfer any remaining Card funds to you after deducting the amount of any outstanding fees, charges or transactions. We may, at our option, remit the Card balance to you by sending a check for the balance to any mailing address we have for you in our records. If any attempt to load funds to your Card is made after the Card has been closed, you agree that we may accept and apply those funds to any debts or obligations you owe to us, including any applicable fees and charges under this Agreement. No closing of the Card will affect any of our rights or your obligations and responsibilities arising prior to such closing, or which by their nature or by express provision are intended to survive such closing.

27. Disclaimers; Indemnification. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL, EXTRAORDINARY, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CARD AND RELATED SERVICES AND DATA IS AT YOUR SOLE RISK. THE CARD AND ALL RELATED SERVICES ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF AVAILABILITY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In providing the Card and related services to you, we assume no responsibility beyond the exercise of ordinary care, and we disclaim any duty or responsibility other than those expressly set forth in this Agreement. You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption. If we take any action with respect to your Card in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any term or provision of this Agreement or law, and we incur any loss, liability, damage, cost or expense (including reasonable attorneys' fees) as a result of any claim, demand, action, suit or proceeding brought or made by any party, you agree to indemnify and hold us harmless from and against such loss, liability, damage, cost or expense and to reimburse us for the amount thereof.

28. Right of Setoff; Security Interest. You agree that we shall have the right to setoff against any and all funds on your Card and to apply any and all Card funds to satisfy any and/or all indebtedness that you owe us and/or any of our affiliates (excluding debt created by a consumer credit transaction under a credit card plan) without any further notice to or demand on you (unless otherwise required by applicable law) and whether the indebtedness to us is now existing or hereafter arising. If your Card receives a direct deposit of Social Security or Supplemental Security Income, or any other federal or state benefits exempt from legal process, you consent to our right to exercise setoff against such funds to satisfy any negative balances on the Card and associated fees, or to satisfy any other debt that you owe to us. If you desire to prevent our exercise of setoff against such funds, you should arrange not to have them directly deposited onto your Card. In addition to our right of setoff, you hereby grant to us a security interest in the Card funds to cover any debt you owe us, of whatever type, whether you are borrower, guarantor or otherwise. You further agree that we shall have the right to setoff against any and all funds in other accounts you have with us and to apply any and all such funds to satisfy any and/or all indebtedness, liabilities or obligations you owe to us under this Agreement, without any further notice to or demand on you (unless otherwise required by applicable law).

29. Inactive or Abandoned Cards. For security or other business reasons, we may consider your Card inactive or dormant after a certain period of time set from time to time by us (usually not less than 45 days) during which you have not used your Card for any transactions or during which you have maintained a zero or negative balance on your Card. Once a Card has been placed on inactive or dormant status, certain Card transactions may be declined and you may not be able to access Card transaction history and other information as provided in this Agreement, in which case you should visit one of our branches or contact us at the customer service number provided in this Agreement. Your Card and/or the funds stored on your Card also may be presumed abandoned after a period of time specified by applicable law. Card funds that are presumed to be abandoned will be escheated to the appropriate state in accordance with applicable law.

30. Communications. You agree that we may (without any obligation) record, retain and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. All such communications recorded, retained or monitored by us shall be and remain our property. You further agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email or other electronic message to service your Card, to collect any amounts you may owe with respect to your Card, or for other informational purposes related to your Card (each a “Communication”). You agree that we may call or text you at any telephone number that you provide in connection with your Card, including cellular telephone numbers. If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you must call us at 1-888-219-9227 and provide us with such information as we may request in order to process the revocation of your consent.

31. Changes to Agreement. We have the right to change the terms of this Agreement and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the use of the Card or transactions made with the Card, at any time and from time to time in our discretion. Subject to any notice requirements provided by applicable law, any changes to this Agreement will be effective on the date we transmit notice thereof to you or on the date we otherwise specify in a notice to you. You agree that a summary of any change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement, you must discontinue your use of the Card and return the Card to us for cancellation. By keeping, using or allowing others to use your Card after any such change or amendment, you agree to that change or amendment. Notwithstanding the foregoing, but subject to any notice requirements provided by applicable law, you agree that we may from time to time in our discretion add to, modify and/or delete administrative and operational features and elements applicable to the use of the Card and/or make any changes that are in your favor without notice to you. This Agreement may not be altered, modified or amended by you in any way without our express written agreement signed by our authorized officer. Any attempt by you to alter, modify or amend this Agreement without our express written agreement signed by our authorized officer shall be void and shall have no legal effect. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, that vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

32. Notices. You agree that we may transmit any notification relating to or arising out of this Agreement and/or the Card (including, but not limited to, notifications as to changes in the terms of this Agreement or changes in fees and charges) to you by, at our option:

- Mailing a copy of the notification to your address that appears in our records,
- Posting the notification in our manned offices that are generally open to the public for banking business,
- Posting the notification electronically at our website at www.regions.com, or any subsequent official website, or at any website we maintain for providing Online Banking or Mobile Banking services that may be used in connection with the Card,
- Including the notification or notice of availability thereof at a designated website (i) with or on your transaction history (whether in paper or electronic form), (ii) in a text message to the mobile device number you have provided in connection with Regions Mobile Banking, (iii) in an email to any email address that you have provided in connection with your use of the Card or any other financial products and services you obtain from us, or (iv) in any other written or electronic communication we send to you, or
- Providing the notification to you pursuant to any other method to which you have agreed in connection with your Card.

You agree to notify us immediately of any change in your name, your residence or mailing address, or phone number. We may use any source available to us to update and validate the accuracy of this information, but we have no obligation to do so. Unless otherwise provided in this Agreement, or unless we otherwise agree in writing, any notice from you must be in writing and must be delivered to the customer service address provided in this Agreement. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act. Our failure to act or delay in acting on any notice from you does not constitute our acquiescence in, acceptance or acknowledgement of, or agreement or consent to the terms or substance of your notice.

33. Rules and Regulations; Other Agreements. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process transactions made with the Card. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Card and the use thereof, and any and all prior agreements with respect to the Card are superseded by this Agreement. In the event your Card is subject to any rewards or cash-back program, or any other program that rewards you for the use of the Card, you acknowledge that such program is governed by separate terms and conditions that do not constitute a part of this Agreement (however, such terms and conditions may incorporate by reference provisions of this Agreement). You acknowledge and agree that we have no obligation whatsoever to participate in such programs or to make Cards issued by us subject to such programs, and we may discontinue the applicability of any such program at any time without notice to you. You further acknowledge and agree that neither our issuance of any Card nor anything in this Agreement makes us liable for any obligations under any such program, and you agree that the performance of your obligations and responsibilities under this Agreement is in no way conditioned upon or subject to the performance by any party of the terms and conditions of any such program.

34. Assignment. You may not assign or transfer your Card or this Agreement, or any of your rights related to your Card or under this Agreement, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights under it, or delegate any or all of our responsibilities under this Agreement, to any third party or parties in our discretion and without notice to you, subject to the requirements of applicable law. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

35. Severability; No Waiver; Terminology and Headings. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. With regard to terms used in this Agreement, the singular number shall include the plural and the plural shall include the singular, as appropriate. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

36. Governing Law. This Agreement, the Card, your use of the Card, the enforceability and interpretation of this Agreement, and/or any claim, dispute or controversy arising from or relating to this Agreement, whether based on contract, tort, fraud and other intentional torts, statute, regulation, constitution, common law and/or equity, are governed by and will be construed in accordance with the laws of the State of Alabama (without regard to internal principles of conflicts of law) and applicable federal law. Any provision of this Agreement that conflicts with applicable law shall automatically be deemed amended to the extent necessary to make it conform to such applicable law as of the effective date thereof and shall be binding upon you without necessitating that we formally amend this Agreement in accordance with the procedures specified in this Agreement.

37. Adverse Claims to Card Funds. If we are notified or have reason to believe that the ownership of or the right to make withdrawals from the funds stored on your Card is disputed, we have the right to rely on your instructions regarding the disputed funds. At our option, however, we may place a "hold" on funds until resolution of the controversy, or we may accept an indemnity satisfactory to us, or we may deposit the funds with a court until a court order directs us to do otherwise. If we choose to deposit the funds with a court, you agree to reimburse us for all attorneys' fees and court costs we incur.

38. Legal Process Affecting Your Card. Should we receive, by any means and in any jurisdiction, any legal process or other legal notice that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Card use, or for the withholding, seizure or turnover of Card funds, or otherwise affecting your Card or records ("Legal Process"), you hereby instruct us to, and acknowledge and agree that we may comply with, such Legal Process. You further acknowledge and agree that, in complying with Legal Process, we may limit or suspend your access to your Card, refuse to permit withdrawals or transfers from or loads to your Card, and/or take such other action as we deem appropriate or legally required in our judgment and discretion, without regard to the ownership or original source of the funds on deposit and without requirement that the Legal Process name any authorized user. We will not contest any Legal Process on your behalf. All Legal Process is subject to our right of setoff and security interest. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money or our refusal to authorize transactions due to any Legal Process affecting your Card, or as a result of any other act or omission on our part in connection with any Legal Process.

39. Customer Identification; Verification. 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 request a Card, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You confirm, certify and represent that all information you provide to us in connection with your application for and use of the Card is true and correct, and you agree to notify us in the event any of such information should change. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your Card and to request reports about you from consumer reporting agencies and other information resources for such purposes and for any other purposes permissible under applicable law (including, but not limited to, fraud prevention purposes); provided, that we will not obtain and review credit scores or other information about your performance of credit obligations (except as it may relate to fraud) in connection with the issuance of a Card to you. You further represent that you are able to form contracts under applicable law.

40. ARBITRATION AND WAIVER OF JURY TRIAL. Except as expressly provided below, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the effective date of this Agreement (any "Claim"). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) the collection of any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; or (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Agreement. Notwithstanding the foregoing terms of this paragraph, this agreement to arbitrate shall not apply to any account, contract, loan, credit, transaction, business, contact, interaction or relationship that constitutes "consumer credit," as defined in the U.S. Department of Defense regulation implementing the Military Lending Act, 32 C.F.R. §§ 232.3(f)(1) and (f)(2), and under which you are a "covered borrower," as defined in 32 C.F.R. § 232.3(g)(1).

The arbitration shall be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

If the Consumer Arbitration Rules apply and your Claim for actual damages does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrators' fees, up to a maximum of \$125 (if your Claim for actual damages does not exceed \$10,000) or \$375 (if your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000). For any consumer-related Claim that does not exceed \$75,000, we will pay all other arbitrators' fees and costs imposed by the administrator of the arbitration.

If the Consumer Arbitration Rules apply and your Claim seeks actual damages in excess of \$75,000 or non-monetary damages, or if the Commercial Arbitration Rules apply, you shall be responsible for paying the administrative costs and arbitrators' fees as provided in the applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. Unless you and we have agreed on the arbitrator(s), each arbitrator shall be selected in accordance with the procedure in the Commercial Arbitration Rules for appointment from the national roster, except that the AAA will not administratively appoint any arbitrator under any circumstances and regardless of the number of parties or amount of your Claim.

Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Regions, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law.

All awards shall be reasoned awards and the arbitrator's findings, reasoning, decision and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$250,000, the award shall be reviewable on appeal initiated within 30 days of the award, and shall not be considered final until after the time for filing the notice of the appeal has expired. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules; to the extent they are not inconsistent with this Agreement, and shall be conducted by a panel of three (3) new arbitrators selected to hear the appeal under the procedure for appointment from the national roster, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. Appeals must be initiated within thirty (30) days of receipt of the underlying award, by filing a Notice of Appeal with any AAA office. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If the award does not impose an injunction on you or on us or contain a money award in excess of \$250,000, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as setoff, recoupment, repossession, trustee's sales and the like.

This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third-party claim or the like by either you or us in response to any such action.

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking and commerce; Regions Bank's deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two (2) arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$150,000 or greater, in which case all three (3) arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA. If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class action is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

