

**REGIONS BANK  
AGREEMENT AND DISCLOSURE STATEMENT FOR THE USE  
OF ATM CARDS, DEBIT CARDS, AND CHECKCARDS**

This Agreement and Disclosure Statement for the Use of ATM Cards, Debit Cards, and CheckCards (“Agreement”) covers the possession and use of any card that, at your request, we issue to you or we activate, in connection with this Agreement, for access to or for transactions with respect to an Account (as defined below).

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

- Account — any deposit or other asset account designated by you and made eligible by us for any of the transactions contemplated by this Agreement.
- ATM — automated teller machine.
- Business Account — any account that is not established primarily for personal, family or household purposes.
- Business Day — any day, Monday through Friday, during which we are open for conducting all of our normal banking functions, but excluding any recognized State or Federal holidays or any days we may be closed due to emergency conditions.
- Card—any ATM card, debit card, checkcard, or other card (including the number on that card), under any name or brand, that at your request we issue to you or activate for access to or for transactions with respect to an Account. Card includes, as applicable and as the context may require, the Regions ATM Card, the Regions Platinum Visa® CheckCard, and the Regions Visa® Business CheckCard. If, at your request, we activate your Regions credit card or other payment card for access to or for transactions with respect to an Account, that card will be considered a Regions ATM Card and will be subject to the terms and conditions of this Agreement when it is used to access and perform transactions with respect to an Account; however, that card will remain subject to the terms and conditions under which it was issued (as they may changed from time to time) when it is used as provided in those terms and conditions, and this Agreement does not change or otherwise affect those terms and conditions.
- Merchant — any person or entity from which you purchase goods or services the payment for which may be made using the Card.
- PIN — a personal identification number used as a means of identifying you and validating the use of the Card to access your account and to perform certain other transactions contemplated by this Agreement.
- POS — point of sale.
- Regions ATM — any ATM operated by Regions Bank.
- Shared Network ATM Terminal — any ATM terminal operated either directly or indirectly by participants in a network in which we are a participant.
- Shared Network POS Terminal — any POS terminal operated either directly or indirectly by participants in a network in which we are a participant.
- Terminal — as applicable, any Regions ATM, any Shared Network ATM Terminal, and/or any Shared Network POS Terminal.
- You, your, and yours — any person to whom the Card is issued, either at that person’s request or at the request of another person authorized to sign on the account(s) that the Card accesses, and/or any person who uses the Card.
- We, us, and our — Regions Bank, or as applicable and as the context may require, any other affiliate of Regions Financial Corporation issuing the Card and/or with which you have established one or more accounts that the Card accesses, or as applicable 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.

Other terms may be defined elsewhere in this Agreement.

**Acceptance of this Agreement.** By requesting, using or keeping the Card, or by allowing someone else to use the Card, you accept the terms and conditions of this Agreement.

**1. Transactions Available**

- **Regions ATM Card.** You can use the Regions ATM Card at Regions ATMs and at Shared Network ATM Terminals to get cash from your account, to transfer funds between certain accounts, and to check certain account

balances and certain transaction histories. You also can use the Regions ATM Card at certain Regions ATMs to make deposits to your account and to make payments by check or cash to us (please note that not all Regions ATMs are equipped with deposit or payment receipt functionality, and you should verify that a Regions ATM has such functionality before attempting such transactions). If your account is maintained at one of our Iowa banking offices, you may use certain Shared Network ATM Terminals in Iowa that have deposit functionality to make deposits to that account (please verify that the Shared Network ATM Terminal has deposit functionality before attempting a transaction). For security reasons, there are limits on the number of transfers and the dollar amounts involved in these transactions. You may be required to enter your PIN to initiate these transactions.

• **Regions Visa® CheckCard and Regions Visa® Business CheckCard.** In addition to the transactions described above for the Regions ATM Card, the Regions Visa® CheckCard and the Regions Visa® Business CheckCard may be used to purchase goods or pay for services at merchants that display a Visa® logo and accept the Card and to obtain cash withdrawals at any financial institution that displays the Visa® logo and accepts the Card. If a merchant maintains a Shared Network ATM/POS Terminal and accepts the Card, you also can use the Card at the Shared Network ATM/POS Terminal to transfer funds from your account directly to that merchant as payment for the goods or services purchased, to get cash, and to check certain account balances, if the Shared Network ATM/POS Terminal is equipped with a balance inquiry function. You may be required to enter your PIN or to sign a receipt in order to initiate or complete these transactions.

## **2. Payment of Transactions from Account; Hold on Account.**

(a) **Withdrawal.** You authorize us to pay out of your account the total amount of any transactions originated by use of the Card. Your use of the Card for a payment, transfer, or cash withdrawal is regarded as a withdrawal from and/or a demand on your account at the time the Card is used, even if the transaction is not posted to your account at that time.

(b) **Authorization Holds.** When you use the Card in a POS transaction, the merchant may request an authorization for the transaction at the time of the transaction. In certain circumstances the payment authorization system permits the merchant to request authorization for an amount that may be more or less than the final amount of the transaction, which final amount may be unknown at the time of the transaction (e.g., a restaurant may include in a transaction authorization request an amount sufficient to cover a tip). In connection with a POS authorization request, we may place a hold on your account as directed by the merchant at the time of the transaction. This type of hold helps make it more likely that your POS transaction will be completed, by holding funds available for the transaction pending our receipt of documentation from the merchant. Once such a hold is in place, the amount of the hold may not be available to pay any checks, POS transactions or other withdrawal or transfer orders or requests that you or other parties might make. The hold will be released when the merchant presents, and we process, supporting documentation for the transaction, or three business days after the transaction date, whichever occurs first. As is the case with all POS transactions, your account will be debited for the exact final amount of the transaction following our processing of the documentation. During the time that a hold is in place, the balance reported to you by means of telephone banking, internet banking, ATM screens or your periodic account statement might not reflect that the hold is or was in place against your account. During the period of any hold, we may, in our discretion, return items presented against your account or decline withdrawal and transfer requests, or we may pay such items and approve such withdrawal and transfer requests, if there are not sufficient funds in your account for such transactions in excess of the amount of the hold.

You agree to be responsible for any overdraft and/or nonsufficient funds charges or fees we assess as a result of transactions against insufficient funds in your account during the period of any POS authorization holds, subject to the requirements of applicable law or regulation. You are responsible for knowing when you have made a POS transaction that might result in a hold and for not initiating transactions against insufficient funds during the period of any hold. We reserve the right, but have no obligation, to release the hold at any time, in our discretion, if necessary to make funds available to pay other items presented against your account. If we release the hold to pay other items, and the transaction corresponding to the hold is subsequently presented against insufficient funds, we, in our discretion, may reject the transaction or we may process and debit your account for the amount of the transaction, and in either event you agree to pay any applicable overdraft and/or nonsufficient funds charges or fees we assess, subject to the requirements of applicable law or regulation. Overdraft and insufficient funds fees are

determined when transactions are presented for payment, and fees may be charged even if the transaction was previously authorized against a positive available balance.

You agree to release us from liability based on our return of items and/or our refusal to allow withdrawal or transfer requests when there are insufficient funds in your account due to any POS authorization hold, and you agree to release us from liability in the event we release a hold in order to pay other items presented against your account and subsequently reject the transaction corresponding to the hold due to insufficient funds in your account. You further release us from any and all liability in the event any merchant delays or fails to complete the final processing of any POS transaction that you have initiated with the merchant, and/or in the event any merchant places an authorization hold against your account 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.

**3. Protecting Your Card and PIN.** You agree (a) not to provide the PIN or the Card to any person or entity not authorized to use the PIN and the Card; (b) 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 (c) to keep the Card and the PIN in a safe place and to otherwise protect the Card and PIN from fraudulent or unauthorized use. You also agree to notify us at once if you believe that your Card and/or your PIN has been lost, stolen, or used fraudulently or if you believe that any transaction is in error. The fastest way to notify us is by calling us toll-free at 1-800-295-8472.

**4. Security.** You agree that we are not responsible for providing security guards or, unless required under applicable law, other security measures at Terminals.

**5. Terminals.** When using any Terminal for a transaction, you agree to follow the instructions provided at the Terminal. Although Terminals should be generally reliable, they may not always be operating properly and available for your use at all times. You promise not to attempt to make a transaction when a Terminal tells you, or other circumstances give you reason to believe, 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. We will not be liable for damages resulting from the unavailability or failure of Terminals to operate, except as required by applicable law.

**6. Posting.** If you use your Card and PIN at a Regions ATM to withdraw money from your account or to transfer money before 8:00 p.m. Central Time, or at such other times as may be displayed, on a business day, the transaction will be posted to your account(s) on the same business day and reflected in account records the following business day (the timing of the posting and crediting of payments and/or transfers to eligible loan accounts at Terminals with loan payment functionality may differ, and all loan payments are subject to the terms of the applicable loan agreement). PIN transactions made before 8:00 p.m. Central Time, or at such other times as may be displayed, on business days at Shared Network ATM/POS Terminals usually will post to your account the same business day, subject to the timely transmission of the transaction to us by owner/operator of the Terminal and/or the applicable network. Signature-based Card transactions usually will post to your account within several business days after the transaction, but because such transactions are subject to network settlement rules and the submission by the person accepting the Card of supporting transaction documentation, these transactions may take longer to post. Deposits made to your account through a Regions ATM on a business day before the local cutoff time disclosed at the ATM will normally be posted to your account on the same business day and reflected in account records the following business day. Please note that not all Regions ATMs are equipped with deposit functionality and not all deposit-taking Regions ATMs have the same cutoff time. You should verify that a Regions ATM has deposit functionality, as well as confirm any deposit cutoff times applicable to the ATM (either by referring to disclosures at the ATM or contacting a nearby Regions branch), before attempting a deposit transaction. All deposits are subject to our Funds Availability Policy. If, for any reason, we cannot collect the amount of a non-cash item deposited to your account, we may charge that amount to any account that you own, either individually or jointly with others. Loan payments made to us through Regions ATMs that are capable of receiving such payments will be credited promptly, usually by the end of our next business day.

**7. Foreign Currency 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 regulations 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 3.0 percent of the transaction amount for all purchases, credit vouchers and cash disbursements, both original and reversal transactions, made in a country other than the United States, Puerto Rico or the U.S. Virgin Islands. The ISA fee will appear on your periodic account statement.

**8. Deposits and Payments.** Deposits and payments made at ATMs that can accept deposits and payments are subject to our verification and collection as provided in your account agreement. You agree that our records are conclusive proof of deposits and payments made through these ATMs.

**9. Authorized Transfers And Accounts.** You promise to use the Card to make only the types of transfers and to get access only to the account or accounts you have requested in advance and we have approved. If through some error the Card lets you withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account you can use. If you use the Card to access an account that is no longer available to complete a transaction, we may, in our discretion, charge or credit the transaction to another account. You appoint as your attorney-in-fact for any transactions or inquiries involving your accounts each and every person who receives or otherwise uses the Card with your consent or authorization. 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 the 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, notwithstanding any dual or multiple signature requirement identified on any signature card or other document relating to your accounts, and you agree and intend that any such authorization of Card transactions shall be considered the same as your written signature in authorizing us to perform any action relating to the transactions requested. All persons using the Card are bound by and subject to the terms and conditions of this Agreement. You agree that 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.

**10. Overdrafts and Insufficient Funds.** Overdrafts and Insufficient Funds. The Card gives you no credit privileges in your deposit accounts, and we are under no obligation to let you overdraw your account. You promise not to use the Card to overdraw any of your accounts without our permission. If you use the Card at a Terminal to overdraw your account, you agree to pay us for the amount overdrawn and to pay our standard overdraft or insufficient funds charge in effect from time to time, subject to the requirements of applicable law or regulation. We may charge the amount overdrawn and the related charge to any account you have with us or with any of our affiliates, subject to the requirements of applicable law or regulation. We also may return unpaid checks drawn on and other items or debits presented against that account and, for each check or other item returned, you agree to pay our standard service charge in effect from time to time.

**11. Fees.** Your use of the Card is subject to, and you agree to pay, the fees referenced or described in this Agreement and in related disclosures, and in our schedule of standard fees. We also have the right to charge a fee for replacing a Card. These fees are in addition to fees that relate to accounts accessible with the Card and are subject to change from time to time. You also agree to pay such charges as from time to time may be in effect with respect to Card transactions, including, without limitation, charges imposed by third parties in connection with the use of Shared Network ATM/POS Terminals. Please contact 1-800-295-8472 or visit one of our branches for current information about applicable fees.

**12. Claims against Merchants.** Any claims concerning 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

will not relieve you of your obligation to pay us the total amount of the transaction. 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 the applicable account from which payments are debited has been closed. 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 apply such recurring charges to the replacement Card.

**13. Retaining the Card and Refusing Transfers.** The Card remains our property, and you may not transfer or assign it to anyone else. We reserve the right to refuse to make any transfers requested by you and to suspend or restrict the use of the Card, and we and/or any Terminal owner/operator may keep the Card at any time. For example, if we or any Terminal owner/operator suspects or has reason to believe that the Card has fallen into the hands of an unauthorized user, or is being used fraudulently or in breach of this Agreement, we or any Terminal owner/operator may keep the Card the next time it is used at a Terminal. Neither we nor any Terminal owner/operator, however, is obligated to keep the Card under any circumstances.

**14. Cancellation of the Card.** We may cancel your use of the Card and PIN, or suspend your use thereof, or restrict or limit available transactions, at any time and for any reason, subject to the requirements of applicable law. You may cancel the Card and PIN at any time by calling the telephone number on the back of the Card, by visiting one of our banking offices and requesting assistance from one of our associates, or by using the Card cancellation functionality in our online banking service (online banking service is subject to separate enrollment). You agree not to use the Card after it has expired or been canceled, and you agree promptly to destroy the Card after cancellation or expiration.

**15. Attorneys' Fees.** If we have to take steps to collect any amount you owe us as a result of an overdraft or otherwise, or to enforce any of our rights under this Agreement, you will pay reasonable collection and/or other costs incurred by us, including, without limitation, reasonable attorneys' fees. State law restrictions may apply.

**16. No Right to Stop Payment on Completed Transactions.** You are not permitted to stop payment on any purchase you make through the use of the Card, subject to the provisions of applicable law, or except as otherwise expressly permitted by the terms of this Agreement.

**17. Deposits after Account Closed.** We may accept deposits to any account after it is closed in order to pay outstanding and unpaid amounts incurred through the use of the Card. Acceptance of any deposit, however, does not reactivate the account or any cancelled or expired Card.

**18. Account 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. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your accounts and/or any other services used by you in relation to your accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Card and to transactions made with the Card, as the context may require; provided, however, that in the event of a conflict between the terms of this Agreement and those of any other such agreements, terms and conditions, the express terms of this Agreement shall control with respect to the use of the Card and transactions made with the Card. In the event your Card is subject to any rewards or cashback 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.

**19. Illegal 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. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. 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.

**20. Internet Gambling Transactions.** You agree that you will not use the 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 internet or online gambling transaction or a high-risk transaction.

**21. 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.

**22. Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY APPLICABLE LAW, YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS, INJURY, OR DAMAGE ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**23. Amendments.** We have the right to change the terms of this Agreement (including the separate sections hereof) 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. We may notify you of changes by mailing a copy of the changes to your address that appears in our records, by posting notice of the changes in our manned offices where deposits are received, by including notice of changes with or on your account statement, by posting notices of changes on our official web site at <http://www.regions.com> or any subsequent official Regions Bank web site, or by providing you with notice pursuant to any other method to which you have agreed in connection with your account(s). Subject to any notice requirements provided by applicable law, any changes to this Agreement will be effective on the date we mail or otherwise provide them 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 using your Card after any such change or amendment, you agree to that change or amendment. 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, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

**24. Construction of Defined Terms Headings.** As appropriate, the singular number shall include the plural and the plural shall include the singular. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

**25. Severability.** If any of the provisions of this Agreement are found to be invalid or unenforceable for any reason, it will not affect any of the other provisions of this Agreement and all the other provisions will remain in effect as if the invalid or unenforceable provisions had never been contained in this Agreement.

**26. Assignment.** You may not assign or transfer your Card or this Agreement, or any of your rights therein or thereunder, 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 thereunder, or delegate any or all of our responsibilities thereunder, 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.

**27. Waivers.** No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**28. Governing Law.** This Agreement and all transactions under this Agreement will be governed by the law of the state in which the branch holding the primary deposit account associated with your Card is located (excluding conflict of laws principles) and by applicable federal laws and regulations.

#### **SPECIAL BUSINESS ACCOUNT PROVISIONS**

The following terms and provisions are applicable only to business accounts and to Cards used in connection therewith primarily for non-consumer, business purposes. Such terms and provisions do not apply to Cards used or accounts established primarily for personal, family, or household uses. In the event that the following terms and provisions conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions shall govern and control the conflict or inconsistency with respect to business accounts and Cards used in connection therewith primarily for non-consumer, business purposes.

**1. Mailings; Unauthorized Use.** You agree that we may send confidential mailings, including (without limitation) Cards and PINs, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Agreement, you agree to: (a) keep your Card and PIN secure and strictly confidential, providing it only to authorized signers on your account(s) or other trusted employees, agents, and/or persons whom you want to act as your representative to access your account(s); (b) instruct each person to whom you give your Card and/or PIN that he or she is not to disclose it to any unauthorized person; and (c) immediately notify us at the telephone number provided in this Agreement if you believe your Card and/or PIN may have been obtained by an unauthorized person or if you believe that your Card or account has been or may be subject to fraudulent or unauthorized use. By using the Card (or permitting others to use the Card) you acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any transactions performed using the Card, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or

inquiry made using your Card. Notwithstanding the foregoing, we will extend to you the benefits of the processing network zero liability policy, if any, that is in effect at the time of any fraudulent or unauthorized use for the network responsible for processing your Card transactions, according to the terms and conditions of such policy. In the event that no zero liability policy applies, other provisions of this section regarding fraudulent or unauthorized use of the Card will apply.

**2. Examining Records and Reporting Discrepancies.** You agree to examine your periodic account statements and Terminal receipts promptly and to notify us immediately of any discrepancy between the statements or receipts and your other account records. You may notify us of discrepancies at the telephone number and address provided in this Agreement. To the fullest extent permitted by law, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform, or in erroneously performing, the transactions contemplated by this Agreement, for special, indirect or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any other provisions of this Agreement to the contrary.

**3. Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that your use of the Card is not primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Consumer Financial Protection Bureau Regulation E, as amended (12 C.F.R. 1005), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement.

**4. Limitations and Restrictions; Disclosure of Account Information.** You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of Card transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s). You agree that we may disclose any information about your Card and/or account(s) to third parties as we deem necessary or convenient for the processing of Card transactions.

**ELECTRONIC FUND TRANSFER DISCLOSURE TO CONSUMERS (THE FOLLOWING DISCLOSURES ARE NOT APPLICABLE TO CARDS OR ACCOUNTS NOT USED OR ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE)**

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). These include transactions made with the Card through automated teller machines and point-of-sale terminals.

Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses provided in this Agreement that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts.

**1. Types of Available Transfers and Limits on Transfers**

(a) **Account Access with the Card.** You may use the Card to:

- Withdraw cash from your checking, transaction, savings or other accounts that are accessible with the Card.
- Make deposits to your checking account, other transaction accounts or savings accounts that are accessible with the Card at Regions ATMs that have deposit functionality. If your account is maintained at one of our Iowa banking offices, you may use certain Shared Network ATM Terminals in Iowa that have deposit functionality to make deposits to that account.



- Make payments to eligible loan accounts with us at Regions ATMs that have payment receipt functionality.
- Transfer funds between accounts that are accessible with the Card.
- Transfer funds from accounts accessible with the Card to third parties as payment for goods or services purchased.
- Perform balance and transaction inquiries on certain accounts accessible with the Card.

These transactions and services are described in more detail in other parts of this Agreement. Some transactions and services described in this Agreement may not be available at all Terminals or on all electronic funds transfer networks, and some merchants may not accept the Card for all transactions and services.

**(b) Limitations on Dollar Amounts and Frequency of Transfers.**

- **ATM Transactions.** You may use the Card and/or PIN to withdraw cash from ATMs that accept the Card up to the “Daily ATM Withdrawal Limit” printed on the card mailer that you received with your Card.
- **Other Transactions.** You may use your Card and/or PIN for purchases at merchants that accept the Card and for in-person cash withdrawals at financial institutions that accept the Card up to the “Daily Purchase Limit at Merchants” printed on the card mailer that you received with your Card.
- **Other Limitations.** For security reasons, we may from time to time impose other 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, there may be additional limitations described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of 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.

**2. Right to Receive Documentation of Transfers.**

**(a) Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using Regions ATMs or any other Terminal.

**(b) 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.

**3. Disclosures of Charges for Transfers or Right to Make Transfers.** There will be no charge for electronic funds transfers completed with the Card at Regions ATMs. However, we may impose charges and fees for certain other services and transactions at Regions ATMs (e.g., we may charge a fee for providing a Mini Statement on your account). We also may impose fees and charges for Card transactions (including, without limitation, withdrawals, transfers and balance inquiries) at Shared Network ATM/POS Terminals. Applicable charges are disclosed in our fee schedules and in disclosures that have been provided to you in connection with your account. Fees are subject to change. Please contact 1-800-295-8472 or visit one of our branches for current information about applicable fees. Any charges associated with the use of the Card are in addition to all service charges and fees applicable to and contained from time to time in our disclosures related to your account and/or other services related to your account. The owner/operators of Shared Network ATM/POS Terminals may assess additional charges relating to transactions that are not disclosed in disclosures that we provide or make available to you.

**4. Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting.** An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with the Card or your PIN by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

**(a)** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. 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 in your account (plus your maximum overdraft or margin line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission.

(b) 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 \$500.00.

(c) Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

(d) If we determine that extenuating circumstances kept you from telling us, we may extend the time periods.

(e) Notwithstanding subsections (a), (b), (c), and (d) above, we will extend to you the benefits of the processing network zero liability policy, if any, that is in effect at the time of any fraudulent or unauthorized use for the network responsible for processing your Card transactions, according to the terms and conditions of such policy. In the event that no zero liability policy applies, subsections (a), (b), (c), and (d), above, will apply.

**5. Our Liability for Failure to Make Transfers.** If we do not properly 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:

(a) If, through no fault of ours, your account does not contain enough money to make the transfer.

(b) If the transfer would go over any existing credit limit on your overdraft line, other credit account, or margin as applicable.

(c) If your funds are being held or frozen or are subject to legal process.

(d) If the Terminal where you are making the transfer does not have enough cash.

(e) If the Terminal (or system) was not working properly and you knew about the breakdown when you started the transfer.

(f) 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.

(g) If you have exceeded the limitations on frequency of transfers or dollar amount of transfers.

(h) 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.

(i) 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.

(j) If making the transfer would cause us to violate any law, rule or regulation to which we are subject.

(k) If your account is presumed abandoned under applicable law, or if we consider your account to be dormant or inactive under our policies and procedures.

(l) 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 our account agreement or other agreements with you or otherwise provided by applicable law.

**6. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with government agency or court orders, or
- (d) If you give us your written permission, or
- (e) Otherwise in accordance with our privacy notice or as described in this Agreement. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.

**7. What Constitutes a Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included.

#### **8. Preauthorized Payments.**

(a) **Right to Stop Payment and Procedures for Doing So.** If you have arranged in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the number shown below or write us at the address shown below 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.

(b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead 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 that you set.

(c) **Liability for Failure to Stop Payments of Preauthorized Transfer.** 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 losses or damages.

**9. In Case of Billing Errors or Questions about Your Electronic Transfers.** You may call us at the telephone number provided in this Agreement or at the number shown on the statement of your account or you may write us at the address provided in this Agreement 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number.
- (b) 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.
- (c) Tell us the dollar amount of the suspected error.

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 [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] to investigate your complaint or question. If it is necessary to take this additional time, and your written notification has been received by us, we will credit your account within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account] 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 complaint or question in writing and we do not receive it within ten (10) business days [twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account], we will not credit your account and we will still have up to forty-five (45) days [ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account] for our investigation. 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.

**Lost or Stolen Cards, Unauthorized Transactions, Errors or Questions**

If you believe your Card has been lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without permission, or that a transaction is in error, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should call us or write to us as follows:

Call toll free 1-800-295-8472

or write:

Regions Card Services

P.O. Box 413

Birmingham, AL 35201

5/2020