

Notice to Regions Bank Deposit Account Customers

This notice sets forth amendments to the Regions Bank Deposit Agreement (CS1004 06/18). Except as otherwise noted, the amendments are effective immediately. All terms, conditions and provisions of the Deposit Agreement that are not expressly amended by this notice remain in effect and have not changed.

The following amendments are made to Subsection 3, entitled “Deposits; Deposit Of Substitute Checks,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

The following sentence is inserted between the first and second sentences of the first paragraph:

Subject to our right of setoff and other rights afforded to us in this Agreement or by applicable law, each deposit you make with us will become available for withdrawal in accordance with our Funds Availability Policy, as the same may be amended from time to time, and the terms of the deposit facility or service you use, as applicable.

The first sentence of the third paragraph is superseded and replaced in its entirety by the following sentence:

You acknowledge that any ATM we operate which accepts deposits, our night depositories, our deposit by mail service and any post-verification deposit service (e.g., daytime deposit drop) that we offer (“Convenience Depository Services”) are for your convenience.

The following sentences are inserted between the third and fourth sentences of the third paragraph:

You expressly understand and agree that each delivery or attempted delivery by you of any deposit or deposit bags shall be at your sole risk at all times, and until we have actually verified and accepted any deposit, the bank-customer relationship of us as debtor and you as creditor shall not arise for such deposit. Instead and prior to our verification and acceptance of such deposit, the relationship shall be deemed that of us as a gratuitous bailee and you as bailor. We shall not be liable for any loss by you in your attempts to use Convenience Depository Services.

The fourth paragraph is deleted in its entirety.

The following amendments are made to Subsection 7, entitled “Keeping Track Of Your Transactions; Posting And Payment Of Transactions; Limits On Withdrawal; Cashing Checks For Third Parties,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

The first paragraph is superseded and replaced in its entirety by the following paragraph:

For purposes of this Agreement, “available balance,” “available funds” and words of similar import mean the balance in your account that is immediately available for the posting, payment, or authorization of payment, withdrawal, or other debit transactions. Funds subject to holds (e.g., funds availability holds or delays, or transaction authorization holds) will not be available for the posting, payment, or authorization of payment, withdrawal, or other debit transactions. The balance available throughout the day for the authorization of payment and withdrawal transactions may increase or decrease as our deposit systems receive or recognize transactions on your account. You acknowledge and agree that you are responsible for keeping track of your available balance and all transactions made on your account to ensure your available balance is sufficient to cover all transactions. If you wish to avoid overdrafts and the return of items due to insufficient funds and associated fees, you should not execute debit transactions that may be presented for payment when your account’s available balance is insufficient to cover the transactions. Overdraft and insufficient funds fees are determined when transactions are presented for payment, regardless of whether your available balance was sufficient to cover the transaction when it was authorized. We offer tools and services that can help you monitor your account balance and activity, including the balance of funds currently available for debit or withdrawal transactions, and we recommend that you use them. For example, you may keep track of transactions and balances by using Regions Online and Mobile Banking, by calling us at 1-800-REGIONS (734-4667), by using our ATMs, video teller machines and branch facilities, or by enrolling for email and mobile alerts (Regions Online and Mobile Banking services are subject to enrollment requirements and separate terms and conditions).



The second sentence of the second paragraph is superseded and replaced in its entirety by the following sentence:

In the event you do not have sufficient available funds in your account to pay all items or withdrawal requests presented to us on a given day, we may pay such items or honor such requests in any order we choose, and we may return items or refuse payment requests in any order we choose.

The third sentence of the fifth paragraph is superseded and replaced in its entirety by the following sentence:

An overdraft, nonsufficient funds or returned item fee may result from any item presented for payment against insufficient available funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction or withdrawal by any other manual or electronic means whatsoever, even in instances where the transaction was previously authorized against a sufficient available balance.

The sixth paragraph is superseded and replaced in its entirety by the following paragraph:

As you use your account, you should bear in mind that modern payments systems may be more likely to process transactions in real time or near real time. In such a processing environment, if you do not wish to incur overdraft, nonsufficient funds or returned item fees when you write a check or initiate a debit, you should make sure your account contains sufficient available funds at that time (and, in the event of a delay in processing or presentment, at the time the item is presented against your account for payment) to cover the transaction. If you initiate transactions when your account does not contain sufficient available funds and then later make a deposit to cover those transactions, it is likely that those transactions could overdraw your account or be returned for insufficient funds.

Effective April 30, 2020, the first paragraph of Subsection 8, entitled “Interest-Bearing Accounts,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is superseded and replaced in its entirety by the following paragraph:

Account Limitations. We reserve the right to ask for seven days’ written notice before you may withdraw money from savings and money market deposit accounts and from interest-bearing checking accounts that we designate as, or that are classified in our books and records as, negotiable order of withdrawal (NOW) accounts, as such accounts are defined and described in 12 U.S.C. § 1832, 12 C.F.R. Part 204, and/or other applicable regulations, as amended. You must satisfy any and all eligibility requirements established by federal regulations or us in order to maintain these accounts. Please refer to our pricing schedule for transaction and other fees related to these accounts. There may be other limitations that apply to these accounts.

Effective April 30, 2020, the eighth sentence of Subsection 9, entitled “Sub-Accounts,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is superseded and replaced in its entirety by the following sentence:

If banking regulations limit the number of transfers between these types of sub-accounts, all balances in the holding sub-account will be transferred to the transaction sub-account when the limit for any particular period is reached.

The following sentence is inserted between the first and second sentences of Subsection 19, entitled “Insufficient Funds And Overdrafts,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

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.

The third sentence of Subsection 23, entitled “Multi-Party Accounts,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is superseded and replaced in its entirety by the following sentence:

Each depositor of a multi-party account hereby appoints the other(s) as his or her attorney-in-fact and/or duly authorized agent to conduct all business with respect to the account including, but not limited to, issuing stop payment orders, depositing funds to the account, withdrawing funds from the account, entering into any agreement, terms or conditions for the use of other products or services in connection with the account, closing the account and receiving the balance of funds on deposit, and endorsing any item payable to any other depositor (or payable jointly to any other depositor and any other person) and either depositing the item in the account or receiving all or any part of the item in cash.

The second paragraph of Subsection 37, entitled “Communication Consent,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is superseded and replaced in its entirety by the following paragraph:

You expressly acknowledge and agree that you are providing the foregoing consent to receive Communications from any Communicator as consideration and as a bargained-for term in a legally binding agreement; further, this consent is irrevocable by you to the maximum extent allowed by law. 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, Regions will consider your request in its sole and absolute discretion, subject to the requirements of applicable law, but you must make your request by calling Regions at 1-888-219-9227, whereby you will identify your name, the account(s) affected by your notice and your cellular telephone number(s). You further agree that if you no longer own a cellular telephone number or if you change a residential telephone number to a cellular telephone number, you will notify Regions immediately by calling the number above.

The following amendments are made to Subsection 52, entitled “Overdraft Protection,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

The following sentence is inserted immediately following the last sentence of the first paragraph and made a part of the first paragraph:

We may in our discretion, and without obligation, initiate a transfer of funds from your funding account to your protected account (in multiples of the amount designated by us from time to time as transfer increments) to pay any fees that have been assessed against and overdrawn your protected account.

Effective April 30, 2020, the third paragraph is deleted in its entirety.

The first two sentences of the fourth paragraph are superseded and replaced in their entirety by the following sentences:

If your designated funding account is a deposit account, our funds availability policies govern when funds deposited to your designated funding account will be available for covering overdrafts in your protected account. If your designated funding account is a deposit account and all remaining funds are transferred from your designated funding account, you must promptly deposit additional funds in the designated funding account in order to maintain the Overdraft Protection link with your protected account. Otherwise, the Overdraft Protection link between your protected account and your designated funding account will be terminated and you will no longer have Overdraft Protection from that designated funding account.

The following sentence is inserted immediately following the last sentence of the fifth paragraph and made a part of the fifth paragraph:

We reserve the right to terminate the Overdraft Protection service for your protected account at any time in our discretion, with or without notice to you.

The following amendments are made to SECTION II: TIME DEPOSITS/CERTIFICATES OF DEPOSIT:

The following sentence is inserted immediately before the first sentence in the paragraph under the subsection entitled “INTEREST PAYMENT METHOD AND FREQUENCY” and made a part of such paragraph:

You may elect to have your interest deposited into your Regions checking, savings or money market account, sent to you by check, or credited to your Time Deposit or Certificate monthly, quarterly, semiannually, annually or – if the term is 365 days or less – at maturity. Interest on personal Time Deposits or Certificates with terms of 366 days or longer must be paid or credited at least annually.

The subsection entitled “INTEREST PAYMENT METHOD” is deleted in its entirety.

The subsection entitled “INTEREST PAYMENT FREQUENCY” is deleted in its entirety.

The second sentence of the paragraph under the subsection entitled “REPORTING INTEREST EARNED” is superseded and replaced by the following sentence:

For Time Deposits or Certificates with terms greater than one (1) year with interest paid at maturity (grandfathered accounts only), we will report the interest your deposit has earned, whether or not it is paid.



The following amendments are made to SECTION IV: FUNDS AVAILABILITY POLICY:

Subsection 1, entitled, “Your Ability To Withdraw Funds,” is superseded and replaced in its entirety by the following text:

1. Your Ability To Withdraw Funds. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day that is not a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our self-service deposit-taking facilities (e.g., ATMs and night depositories) will display any applicable cutoff times for determining when a deposit is received. If you make a deposit at one of these facilities before the displayed cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at one of these facilities on a day that is not a business day, or on a day we are not open, or after the displayed cutoff time on a business day we are open, we will consider that the deposit was made on the next business day that we are open. This Funds Availability Policy does not apply to mobile and remote deposit capture services. Funds availability terms for such services are set forth in applicable service agreements.

The text of the second bullet in paragraph five of Subsection 2, entitled, “Longer Delays May Apply,” is superseded and replaced in its entirety by the following text:

- You deposit checks totaling more than \$5,000 on any one day.

Effective July 1, 2020, the following amendments are made to SECTION IV: FUNDS AVAILABILITY POLICY:

The dollar amount “\$200,” wherever it appears in SECTION IV: FUNDS AVAILABILITY POLICY, is replaced with the dollar amount “\$225.”

The dollar amount “\$5,000,” wherever it appears in SECTION IV: FUNDS AVAILABILITY POLICY, is replaced with the dollar amount “\$5,525.”

Effective April 30, 2020, subsection 2, entitled “Limits on Transfers,” of SECTION V: ELECTRONIC FUNDS TRANSFER DISCLOSURE TO OUR CONSUMER, is superseded and replaced in its entirety by the following text:

2. Limits On Transfers. There may from time to time be limits on the number and dollar amount of electronic funds transfers that you can make. These limits are for security reasons and may change from time to time. There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also 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.

