

Notice to Regions Bank Deposit Account Customers

This notice sets forth amendments to the Regions Bank Deposit Agreement (CS1004 03/21). 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 paragraph is added after the last paragraph of Subsection 3, entitled “Deposits; Deposit of Substitute Checks,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS and shall constitute the new last paragraph of Subsection 3:

A direct deposit is an electronic transfer of funds made by a payor, such as an employer or a government agency, to a payee's bank account through a payment system known as the automated clearing house (ACH). Regions Early Pay is a service whereby we may make funds from direct deposits available to you up to two business days prior to our receipt of the funds for regularly recurring direct deposits made directly to your Regions checking, savings, or money market account, subject to the terms and conditions governing your account. All Regions checking, savings, and money market accounts that meet our criteria for Early Pay are automatically enrolled for the Early Pay service, and there is no fee for the 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 deposit accounts qualify for the Early Pay service in our discretion and according to criteria we establish from time to time, and whether a direct deposit qualifies for the service may depend on other factors, such as the time of receipt or terms or coding of a payor's ACH file, 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 our funds availability policy. If we make funds from a direct deposit available to you prior to the time we receive the funds from the payor through the ACH, 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 your account to recover the funds without prior notice to you, even if the debit transaction overdraws your account. In the event of an overdraft, you agree to pay the applicable overdraft fee as then disclosed in our pricing or fee schedule. 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.

The sixth sentence of the first paragraph of 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 is deleted and replaced by the following text:

Overdraft and nonsufficient funds fees are determined when transactions are presented for payment.

The third sentence of the fifth paragraph of 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 is deleted and replaced by the following text:

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.

The last sentence of Subsection 15, entitled “Verification,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is deleted and replaced by the following text:

You agree to confirm information or to provide additional information as we may request and within 30 days after our request. Pending your compliance with our request, you agree that we may, in our discretion and without closing your account, limit or suspend your access to your account, refuse to permit withdrawals or transfers from or deposits to your account, or take such other action as we deem appropriate or legally required, all in our judgment and discretion and without limiting or waiving any other rights or remedies available to us, and without any liability to you (including, without limitation, any liability for any claim for wrongful dishonor of any item).



The first and second sentences of Subsection 19, entitled “Insufficient Funds And Overdrafts,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS are deleted and replaced by the following text:

If an item is presented for payment on your account at a time when there is an insufficient balance of available funds in your account to pay the item in full, you agree to pay us our charge then in effect for items drawn against insufficient or unavailable funds, whether or not we pay the item. Overdraft and nonsufficient funds fees are determined when transactions are presented for payment.

The following two sentences are added after the last sentence of Subsection 31, entitled “Closing Your Account,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS and shall constitute the new last two sentences of Subsection 31:

If your account has a balance of \$0.00, or if your account remains overdrawn for a certain period of time, our deposit system may place the account into an administrative closed or no-post status. Certain account services and functionality may be unavailable while an account is in an administrative closed or no-post status.

Subsection 35, entitled “Indemnification; Waiver Of Consequential Damages,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is retitled “Indemnification; Waiver Of Consequential Damages; Correction of Errors,” with a corresponding amendment made to the Table of Contents of the Deposit Agreement, and the following sentence is added after the last sentence of Subsection 35 and shall constitute the new last sentence of Subsection 35:

You further agree that we may at any time, without prior notice to you, adjust, correct, or reverse, by debit or credit to your account, any transaction in your account that we believe was made or posted in error.

The second sentence of the first paragraph of Subsection 1, entitled “Your Ability To Withdraw Funds,” of SECTION IV: FUNDS AVAILABILITY POLICY is deleted and replaced by the following text:

Electronic direct deposits will be available no later than the day we receive the deposit.

The following sentence is added after the last sentence of the second paragraph of Subsection 1, entitled “Your Ability To Withdraw Funds,” of SECTION IV: FUNDS AVAILABILITY POLICY and shall constitute the new last sentence of such paragraph:

This Funds Availability Policy also does not apply to savings accounts or to money market accounts, and we may delay the availability of funds from deposits made to such accounts.

