

# DEPOSIT AGREEMENT



**REGIONS<sup>®</sup>**

Member FDIC

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# DEPOSIT AGREEMENT

Welcome to Regions Bank. We appreciate your business and we are pleased you are one of our customers. This Agreement contains the following sections:

- Section I: Agreement For Deposit Accounts**
- Section II: Time Deposits/Certificates of Deposit**
- Section III: Individual Retirement Accounts**
- Section IV: Funds Availability Policy**
- Section V: Electronic Funds Transfer Disclosure To Our Consumer Customers**
- Section VI: Important Information For Our Consumer Customers About Substitute Checks**

This Agreement covers any and all deposit accounts you have or have had from time to time with Regions Bank, by whatever name or description, including, but not limited to, checking accounts, savings accounts, money market deposit accounts, time deposit accounts, and certificates of deposit. As used herein, the terms “account,” “deposit,” and/or “deposit account” shall mean and refer to any such deposit account. Additionally, any BINDING ARBITRATION provisions set forth in this Agreement also apply to any account, contract, loan, credit, transaction, business, contact, interaction or relationship you may have or have had with us from time to time. Further, as used in, or in relation to, or in interpreting any provision of this Agreement as it relates or applies to any BINDING ARBITRATION provisions set forth in this Agreement, the term “account” shall also include any account, other business relationship, interaction or transaction of any nature whatsoever you may hold or have held from time to time with any of us. Notwithstanding the foregoing terms of this paragraph, the BINDING ARBITRATION provisions set forth in this Agreement 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. § 32.3(g)(1).

You should read this Agreement carefully and keep it with your other account records. The following terms and definitions apply when used in this Agreement:

**Agreement** – this Deposit Agreement.

**Item** – includes, without limitation, a check, draft, negotiable order of withdrawal, note, withdrawal slip, oral payment, transfer or withdrawal order made by telephone or in person, and/or withdrawal, payment or transfer order initiated through an automated teller machine (ATM) or point of sale (POS) terminal or any other electronic device, means or network, and/or a check or draft you have authorized a third party to charge to your account, whether by any manual or any electronic means.

**Signature and sign** (and derivations of those terms) – include, as the context may require and subject to applicable law, electronic signatures and signing and authenticating electronically as well as written signatures and signing and authenticating in writing.

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**You, your, yours, depositor, and customer** – as the context may require, any person or entity in whose name the account is maintained according to our records, and/or any person or entity that uses the account or is authorized to transact business on the account, by any means whatsoever, including electronically, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, and/or any person or entity that has a beneficial interest in the account, and/or any such person's or entity's heirs, assignee or successor in interest to the account, including such person's estate, survivors and wrongful death beneficiaries.

**We, us, our, ours, and Regions** – Regions Bank, and with respect to any **BINDING ARBITRATION AND/OR WAIVER OF JURY TRIAL** provisions set forth in this Agreement, such terms also mean and refer to Regions Bank and its current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services in connection with an account, as may exist from time to time.

Other definitions may appear within the remaining text of this Agreement.

**► 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 REGIONS 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.**

## SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS

**1. Acceptance Of This Agreement.** By signing a signature card when you open an account, by signing any signature maintenance card or other account document for an account, by opening or modifying an account electronically, by depositing funds into, or withdrawing funds from, any account, by being named as a beneficiary or joint owner by an existing owner of an account, by using an account with us, or permitting anyone else to get access to your account through any of our electronic banking services, or by maintaining an account after our sending or providing to you by any reasonable means (including but not limited to: by mail to the mailing address we have for you on our records; by e-mail to the e-mail address we have for you on our records; by making available or publishing on or with the periodic statement of an account; by publishing on our official Web site at <http://www.regions.com> or any subsequent official Regions Bank website; or by making publicly available at any of our locations at the time you open or modify an account) this Agreement or any amendment(s) to this Agreement or by your receipt of the same by any means, you agree to the terms of this Agreement, as amended. Our agreement with you includes this Agreement, our pricing schedule, funds availability policy as posted, and any supplemental provisions we print concerning your account, which are applicable. All these documents together are a contract between you and us.

We may also provide you with agreements and disclosure statements ("Disclosure Statements") governing certain services associated with your account, including, but not limited to, ATM or debit card services, telephone or online banking services, preauthorized funds transfer services, and wire transfer services. Both this Agreement and the Disclosure Statements govern those services. If, however, any provision of this Agreement conflicts with any provision of a Disclosure Statement, then the conflicting provision of the Disclosure Statement shall prevail with respect to the corresponding service. To the fullest extent permitted by law, we may provide you notices and disclosures by electronic means. You agree that, unless otherwise expressly agreed by us in writing, the deposits in your account are general deposits. You further agree that the relationship between us and you with respect to any account covered by this Agreement, including one titled as a "trust account" or similar designation, is solely that of debtor and creditor, and that we are not acting as your fiduciary.

### **2. Mutual Arbitration Agreement And Waiver Of Jury Trial.**

READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration (as defined below), neither you nor we (referred to throughout as a "party" or the "parties") will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. You and we mutually agree that, if either party demands arbitration, the parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

**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.**

**Requirement to Arbitrate.** Upon the demand of you or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified

in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between you and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the account, this Deposit Agreement, any transaction conducted with us in connection with the account or this Deposit Agreement, any products or services provided by us to you, any aspect of our relationship, or any other demand or request for compensation or damages from or against us, including 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. Any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary, or personal capacity. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief, including disputes 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 Mutual Arbitration Agreement. "Claim" also includes disputes concerning the use or disclosure of information about you or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. 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, subject to controlling law, we may elect to have all claims in that lawsuit between you and such third party to be resolved by BINDING ARBITRATION under this Mutual Arbitration Agreement. Notwithstanding the foregoing terms of this paragraph, this Mutual Arbitration Agreement 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).

**Excluded Claims and Proceedings.** Notwithstanding the foregoing, "Claim" does not include any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis), at which point either party has the right to demand arbitration. If a claim is within the jurisdiction of the small claims court where you reside, we or you may at any time choose to take the claim to that court instead of arbitration. We or you may take the claim to small claims court without first filing in arbitration or, after a case is filed in arbitration, a party may send written notice to the opposing party and the arbitration forum that it wants the claim decided by a small claims court. After receiving the notice, the arbitration forum shall administratively close the case without requiring the payment of filing or any other administrative fees.

In addition, nothing in this Mutual Arbitration Agreement prevents you or us from, before, during, or after the pendency of any arbitration proceeding, (1) exercising any lawful rights or using other available

remedies to preserve or obtain possession of property, (2) exercising self-help remedies, including set-off as described in the Deposit Agreement section titled "Right Of Setoff; Grant of Security Interest," recoupment, repossession, trustee's sales, and the like or (3) bringing 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, such as attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction. 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 the filing of any action in court, including but not limited to the actions described above, 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. Any individual action in court by you or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a "Claim" that must be arbitrated. The institution and/or maintenance of any such self-help (or protection from self-help) right, action, or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement.

**Federal Arbitration Act.** Notwithstanding any choice of law or other provisions in this Deposit Agreement, the parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto, and the parties 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. The parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event you and/or we are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

**CLASS, CONSOLIDATED, COLLECTIVE, AND/OR REPRESENTATIVE ACTION WAIVER.** The parties mutually agree that if you or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual parties in arbitration. The parties also waive the right to bring any claims for public injunctive relief, private attorney general actions, or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent you or us from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent you or we do not exercise a right to opt out of such settlement. Any dispute as to the validity or enforceability of this Class, Consolidated, Collective, and/or Representative Action Waiver shall be decided by the arbitrator. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such

as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated; provided, however, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law.

#### **Arbitration Procedures.**

(a) **Pre-Arbitration Dispute Resolution:** The parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address, and e-mail address, the account number of any account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached, including through mediation if mutually desired. If either party is represented by counsel, that party’s counsel may participate in the conference, but both you and a Regions Bank representative must personally participate in the conference unless you and we agree otherwise in writing. For the protection of your confidential account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all parties.

The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the parties. The parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The parties agree that the statute of limitations and any applicable contractual limitations period shall be tolled from the time when a fully complete Notice of Pre-Arbitration Dispute Resolution is received until the completion of the informal dispute resolution conference (or if the parties agree to mediate, until the completion of the mediation).

If you are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked “Notice of Pre-Arbitration Dispute” and delivered to Regions Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mailcode: ALBH12201B, P.O. Box 11007, Birmingham, AL 35288. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for you in our files. If any offers of settlement are discussed

by the parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

(b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either you or we may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the account number of any account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys’ fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party’s portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by you must be delivered to Regions Bank Legal Department, Attn: Arbitration Election, Mailcode: ALBH12201B, P.O. Box 11007, Birmingham, AL 35288, and any demand for arbitration by us must be sent to the most recent address for you in our files.

(c) Any arbitration hearing must take place in the federal judicial district that includes your home address at the time we or you file an arbitration demand, unless the parties agree otherwise. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and—if the dispute is not resolved—to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and

the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

- (d) The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively "Arbitration Rules") in effect at the time the demand for arbitration is filed. In all instances, the arbitrator(s) shall be selected in accordance with Commercial Arbitration Rule R-12, using the procedure for Appointment from the National Roster, unless you and we agree on the arbitrator(s). The AAA will not administratively appoint the arbitrator(s) from the National Roster under any circumstances and regardless of the number of parties or amount of your Claim. The rules and forms of AAA may be obtained at their website, <http://www.adr.org>. If AAA cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement—in whole or in part and for any reason whatsoever or for no reason—the Mutual Arbitration Agreement shall not fail or be invalidated as a result. Rather, in that instance, the parties may agree upon another administrator, or if they are unable to agree, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s), and the court shall determine the administrator. Upon consideration of a petition to appoint an arbitrator, 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 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 \$500,000 or greater, in which case all three 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 AAA, the arbitrator(s) shall still be bound by all applicable provisions of this Mutual Arbitration Agreement 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 practically applied to an arbitration not administered by AAA.

No company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all parties otherwise consent. The arbitration will proceed in accordance with this mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

- (e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the parties: (1) we will pay any costs that are required to be paid by us under the arbitration administrator's rules and procedures, and

subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file. 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; (2) both parties agree not to oppose or interfere with any negotiations or agreements between the other party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as an arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) 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. 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; (5) except as provided in the Class, Consolidated, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances (including statutory awards of attorneys' and expert witness fees, costs, expenses, and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (6) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (7) the arbitrator's decision or award, including decisions on any motions to dismiss or motions for summary judgment, shall be in writing with findings of fact and conclusions of law, and shall be consistent with the law of the jurisdiction that applies to the Claim; (8) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (9) either we or you may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (10) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (11) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (12) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

- (f) The arbitration of any Claim of \$500,000 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 agree otherwise, each arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive (1) the closing of your account, (2) the termination of any relationship between us, including the termination of this Deposit Agreement, (3) your death, and (4) any bankruptcy to the extent consistent with applicable bankruptcy law. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the parties.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$500,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$500,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall be appointed from the national roster as provided by Appellate Rule A-5, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules to the extent they are not inconsistent with this Mutual Arbitration Agreement. Any award eligible for appeal shall not be considered final until after the 30-day period for filing the notice of appeal has expired. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the party taking the appeal subject to a reallocation by the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect your existing rights with respect to any litigation between us and you that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date you were bound by an existing arbitration agreement with us then that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of your choice, at your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

**3. Deposits; Deposit Of Substitute Checks.** You can make deposits by mail, in person at our banking offices, using our Convenience Depository Services (as defined below), or otherwise at or through any of our facilities or services that allow you to make deposits. 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. If we discover an error or discrepancy in any deposit, we may make correcting entries and notify you of the correction. However, if any errors or discrepancies with respect to a deposit total less than \$1 in the aggregate (a "De Minimis Discrepancy"), you acknowledge and agree that we may elect, in our sole and absolute discretion, not to correct such De Minimis Discrepancy, regardless of whether such De Minimis Discrepancy is in our favor or in your favor. You and we waive any and all claims and demands against each other with respect to any De Minimis Discrepancy that we elect not to correct. We also have the right to limit, refuse or return any deposit.

Preprinted deposit slips help us process deposits more quickly and minimize errors. We will not be liable for any errors resulting from the use of a counter deposit slip, whether completed by you or by one of our employees. You are responsible for reconstruction and proof of loss of any items, including checks and other negotiable instruments included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items, including checks and other negotiable instruments included in the deposits that are lost or stolen after we have received and accepted the deposit. If a deposit contains foreign currency or items that are denominated in a foreign currency, the final credit for the deposit will be based on our exchange rate in effect at the time of conversion to United States Currency pursuant to our policies and procedures. Funds from an item denominated in foreign currency will be made available upon final payment of the item by the drawee. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits of foreign currency and items denominated in foreign currency.

You acknowledge that any ATM we operate that 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. We are not accountable for deposits made through any Convenience Depository Service until the deposit is actually verified and accepted by our authorized employees. Our records are conclusive proof of what deposits we received from you through any Convenience Depository Service. 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. Any initial or interim credit that you receive with respect to a deposit made through any Convenience Depository Service is subject to verification by us, and we may make adjustments to your account at any time to ensure proper crediting to your account. You agree to comply with our rules in effect from time to time for making deposits using Convenience Depository Services and you agree to use equipment and supplies (e.g., bags and envelopes) that conform to our specifications. You agree to exercise due care in using any Convenience Depository Service (e.g., by properly sealing depository bags, securing night deposit boxes, etc.), and you agree that we are not responsible for any loss or damage you may incur in connection with the use of any Convenience Depository Service unless the loss or damage is the result of our gross negligence or deliberate malfeasance. We may discontinue or suspend any Convenience Depository Service at any time in our discretion without notice to you, except such notice as may be required by applicable law.

You agree that you will not deposit, without our prior written consent, "substitute checks," as defined by federal law, or Image



Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

Unless otherwise expressly provided in this Agreement, and in addition to warranties provided elsewhere in this Agreement or provided by law, you acknowledge and agree that you make all applicable Uniform Commercial Code warranties with respect to each item you deposit to your account, and you agree that you do not and will not disclaim any of such warranties. You expressly guarantee and warrant with respect to each item you deposit that such item, whether paper or electronic, is properly payable. If you deposit a "remotely created check," as that term is defined in regulations and/or issuances of the Board of Governors of the Federal Reserve System, as amended, you warrant that the person on whose account the remotely created check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check. If you deposit an "electronically-created item," as that term is defined in regulations and/or issuances of the Board of Governors of the Federal Reserve System, as amended, you agree to indemnify us against any and all losses (including, without limitation, losses related to our indemnification obligations to other banks) that result from the fact that (i) the electronic image or electronic information is not derived from a paper check, (ii) the person on whose account the electronically-created item is drawn did not authorize the issuance of the item in the amount stated on the item or to the payee stated on the item, or (iii) a person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item such that the person is asked to make payment based on an item or check it has already paid.

You further expressly guarantee and warrant with respect to each item you deposit that all endorsements are valid and that all necessary endorsements are included. You agree to reimburse us for any loss or expense (including reasonable attorneys' fees as permitted by law) that we incur because you fail to endorse an item exactly as it is drawn. In any event if you fail to endorse an item that you cash or submit for deposit, we have the right, but are not obligated, to supply the missing endorsement. We may require that certain government, insurance company and other special types of items be personally endorsed by each of the payees.

If we have reason to believe that any item you have deposited is irregular, unauthorized, or fraudulent in any way, or has any missing or forged signature or endorsement, or should not have been paid or may not be paid by the drawee (any such condition, an "Item Irregularity"), you agree promptly to cooperate with us and to take such action as we may require to correct or resolve to our satisfaction any such Item Irregularity. Such action may include (without limitation) presentation of such evidence that we may request or that otherwise is acceptable to us that all payees or transferees with respect to the item have, in fact, endorsed or authorized the endorsement of the item. Your failure to cooperate with us promptly and as we request shall constitute a breach of this Agreement, and in such event, or in the event another financial institution notifies us of or makes a claim with respect to an Item Irregularity or otherwise indicates that an item you have deposited will not be paid due to any Item Irregularity, we shall have an immediate claim against you and a right (without limitation or preclusion of any other rights or remedies available to us) to place a hold on or charge your account for the amount of any item in question without notice to you. You agree that we may release or remit such amount as we deem appropriate or as required by law for the resolution of the Item Irregularity without notice to you.

We may exercise our rights with respect to the correction

or resolution of Item Irregularities notwithstanding the pendency or expiration of any funds availability hold notice we may have provided to you, and we may, in any event, assert our claim against the proceeds of any collected item with respect to which there is an Item Irregularity immediately upon or at any time after the expiration of any funds availability hold period. You agree that we will not be liable to you for any overdrafts or other nonsufficient funds items or transactions on your account in the event we exercise any of our rights with respect to Item Irregularities.

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.

**4. Collection Of Items.** In receiving items for deposit or collection, we act as your collection agent and assume no responsibility beyond the exercise of ordinary care. Special instructions for handling an item are effective only if made in a separate writing and given to us along with the item. Any special instructions are subject to acceptance by us in our sole and absolute discretion, and in any event, you must give us reasonable notice and opportunity to act on any special instructions that you give us. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will be responsible for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve rules, clearinghouse rules, funds transfer system rules, and contractual agreements with other financial institutions. All items are credited subject to final payment and our receipt of cash or its equivalent. Without prior notice to you, we may charge back any dishonored item at any time, whether before or after final payment by the drawer's bank, even if doing so results in an overdraft in the account. We may exercise charge-back whether the item is returned or not, and

whether it is returned by electronic or other means. You will be liable for any overdraft created by the charge-back, including applicable overdraft fees. We are authorized to pursue collection of previously dishonored items and, in doing so, we may permit the payor bank to hold an item beyond any applicable deadline.

We may from time to time offer a service whereby we immediately cash checks or other items that we receive from you for collection without regard to insufficient collected or available funds in your account to cover the checks or items at that time. In the event that you use such service, you agree to pay our applicable fees and charges. We reserve all rights of chargeback and other rights and remedies as provided in this Agreement, or as provided by law, in the event such checks or items are dishonored or returned unpaid, or in the event that you breach any warranty or other term of this Agreement with respect to such checks or items, and our immediate cashing of such checks or items in exchange for a fee shall in no way be construed as a waiver of such rights and remedies.

As your agent for collecting your checks, we may "truncate" your paper checks (i.e., convert them into electronic information or images) and present and return them electronically. We may also truncate paper checks that are dishonored by the drawer's bank when we re-present them. Under authority of federal law (commonly called "Check 21"), we may reconvert a truncated check into a paper "substitute check" which is the legal equivalent of the original. For further details, see Section VI – Important Information For Our Consumer Customers About Substitute Checks below.

**5. Authorized Signers; Remotely Created Drafts; Facsimile Signatures.** You agree that each signer on your account is authorized individually to conduct any and all business with respect to the account and to perform any and all account transactions, subject to this Agreement. Also, you appoint as your attorney-in-fact and/or duly authorized agent each person whose name is recorded as a signer on the signature card for an account to conduct all business with respect to the account (except as restricted herein) including, but not limited to, issuing stop payment orders, depositing funds to the account, closing the account and receiving the balance of funds on deposit, endorsing any item payable to a depositor (or payable jointly to a depositor and any other person) for deposit to the account, and withdrawing funds from the account. You authorize us to honor instructions received by us from any such person, whether such instructions are written, oral (including by telephone) or electronic. Where applicable law requires your concurrence in any transaction or business regarding or affecting your account, you expressly authorize any other signatory on your account to concur on your behalf as your attorney-in-fact or agent, and the authorization of any such transaction or business by any other signatory constitutes your concurrence without any further action or expression on the part of such signatory or on your part. Because our automated check processing precludes us from identifying items that require multiple signatures, you agree that any multiple signature requirement is for your internal purposes only, and you authorize us to debit your account even though the item contains less than the required number of signatures. We may, if we elect to do so, honor items signed in a different form from that set forth on the signature card, or we may refuse to pay any item where the account to be charged is not accurately described or encoded, or the signer's name is in a form different from that on our records of persons authorized to sign. Subject to any other provisions of this Agreement relating to our procedures, conditions, requirements, and discretion as to powers of attorney, and without limitation on the foregoing provisions as to the attorney-in-fact and/or agency status of the other signatories on your account, an authorized signer may appoint one or more attorneys-in-fact to execute items on his or her behalf. An attorney-in-fact may sign his or her own name or the name of the authorized signer for whom he or she is acting. All authorized signers are bound by and subject to the terms and conditions of this Agreement.

Subject to the provisions of applicable law, the authority of any

person who has no beneficial ownership interest in the account and who is authorized as a signer on the account and has the designation in the account signature card of additional authorized signatory, convenience signer or personal agent, or a similar designation of representative authority, will survive the disability, incompetency and incapacity of the account owner(s), and we may rely on the authority of any such person until actually notified in writing, in form and substance acceptable to us, of the revocation of such person's authority and given a reasonable opportunity to act upon such notification.

If we pay an item that you have not signed, but you have provided information identifying your account to a seller of property or services who created an item purportedly authorized by you, payment of the item is deemed to be authorized.

If you use a facsimile signature or other form of signature for signing or authenticating items drawn on your account, you assume the entire risk that such facsimile signature or device will be used improperly or by an unauthorized person. We will have no liability to you for paying items signed or authenticated by any person who is not authorized to affix such facsimile signature or use such device or by any person who exceeds his or her authority to do so.

If you have opened your account electronically or have signed or authenticated an account signature card electronically, you agree that any written signature that you apply or cause or direct to be applied to any item drawn on your account is an authorized signature and that we, in paying items drawn on your account, may refer to and rely on such written signatures on authorized items previously drawn against your account for signature verification purposes.

**6. Fraud Detection And Deterrence; Identity Theft.** Check fraud and identity theft are big problems for banks and their customers. There are several precautions you can and should take to decrease the risk of unauthorized debits to your account. Such precautions include, but are not limited to:

- Safeguarding critical identity information such as your deposit account number.
- Safeguarding checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, and facsimile signature machines.
- Reviewing checkbooks, unused checks and online statements for unauthorized activity upon any suspicion that checks may have been stolen.
- Closing your account immediately upon discovery of any known or suspected unauthorized debits.
- Using services that help detect and deter fraud (such as "positive pay"). If we offer you such a product or service, you agree that if you fail to accept and implement it you will be precluded from asserting claims against us for paying any unauthorized debit that could have been avoided by use of the product or service.

You agree to call us immediately at **1-800-REGIONS (734-4667)** if you suspect or detect any fraudulent activity or unauthorized transactions in your account, and you agree to cooperate with us to mitigate the effect of any fraudulent or criminal activity affecting your account and to recover any losses you or we may incur as a result of fraudulent or criminal activity affecting your account.

**7. Keeping Track Of Your Transactions; Posting And Payment Of Transactions; Limits On Withdrawal; Cashing Checks For Third Parties.** 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 nonsufficient funds fees are determined when transactions are presented for payment. 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 debit 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).

You agree that we may post transactions to your account and pay items presented for payment in any order and using any methodology or protocol that we choose, and you acknowledge and agree that we may change the posting and payment order, methodology or protocol that we use at any time and from time to time without notice to you. 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. You will be responsible for the payment of any fees that are imposed as a result of our decision-making process, and you agree that we will in no way be liable to you in the event the method and order that we choose to post transactions and pay items result in higher aggregate fees being charged against your account than other methods and ordering protocols that may have been used.

Without limiting our discretion in the choice of transaction processing methods and protocols, and without limiting our right to change such methods and protocols without notice to you, you acknowledge that we may use the following general processing methodology to post transactions to your account:

#### ACCOUNTS CLASSIFIED AS PERSONAL DEPOSIT PRODUCTS ON OUR DEPOSIT SYSTEM

1. We start with the available balance in your account at the end of our business day.
2. We add available deposits and credits in the following order:
  - (i) Closing credits.
  - (ii) General deposit and credit transactions (e.g., wire transfers, deposits, ACH credits, etc.).
3. We subtract debits, payments, and withdrawals in the following order:
  - (i) Returned deposited items.
  - (ii) General debit/withdrawal transactions (e.g., wire transfers, ACH debits, Zelle® payments, checks, etc.) in time order according to time stamps applied to the transactions by our processing systems. Different processing systems may use different logic for setting and applying time stamps, but time stamps generally are based on the time when the processing system receives or recognizes a transaction and may not correspond to the time when you initiate, execute, deliver, submit, or authorize a transaction. If our processing system for some reason does not apply a time stamp to a transaction, the transaction will be assigned a default end-of-day time stamp and will post after all other general debit/withdrawal transactions. In the event multiple debit/withdrawal transactions have the same time stamp (including multiple transactions with the default end-of-day time stamp), electronic items will post before paper items, electronic items with the same

time stamp will post in low to high transaction amount, and checks with the same time stamp will post in ascending check number order.

- (iii) Fees generated from our deposit systems.
- (iv) Closing withdrawal.

#### NON-PERSONAL ACCOUNTS (INCLUDING BUSINESS, COMMERCIAL, PUBLIC FUNDS, NOT-FOR-PROFIT, AND IOLTA/IOTA DEPOSIT PRODUCTS)

1. We start with the available balance in your account at the end of our business day.
2. We add available deposits and credits in the following order:
  - (i) Closing credits.
  - (ii) General deposit and credit transactions (e.g., wire transfers, deposits, ACH credits, etc.).
  - (iii) Non-personal credits generated from our commercial deposit systems.
3. We subtract debits, payments, and withdrawals in the following order:
  - (i) ACH settlement.
  - (ii) Returned deposited items.
  - (iii) Non-personal debits generated from our commercial deposit systems.
  - (iv) General debit/withdrawal transactions (e.g., wire transfers, ACH debits, checks, etc.) in time order according to time stamps applied to the transactions by our processing systems. Different processing systems may use different logic for setting and applying time stamps, but time stamps generally are based on the time when the processing system receives or recognizes a transaction and may not correspond to the time when you initiate, execute, deliver, submit, or authorize a transaction. However, all checks will ordinarily receive a time stamp of 11 p.m. Central Time. If our processing system for some reason does not apply a time stamp to a transaction, the transaction will be assigned a default end-of-day time stamp and will post after all other general debit/withdrawal transactions. In the event multiple debit/withdrawal transactions have the same time stamp (including multiple transactions with the default end-of-day time stamp), electronic items will post before paper items, electronic items with the same time stamp will post in low to high transaction amount, and checks with the same time stamp will post in ascending check number order.
  - (v) Closing withdrawal.
  - (vi) Fees generated from our commercial deposit systems.

With respect to any account, whether a transaction is posted on any given business day may depend on our receipt of the transaction before applicable cutoff times.

Modern bank payment processing systems and operations are complex. You acknowledge that the description of the foregoing processing methodology is general in nature and does not describe in detail or limit in any way all possible processing decisions or protocols that we may make or use within the context of the general methodology. You release us from any and all liability and claims based on the omission of any such possible decision or protocol in particular from the general methodology description. If you have questions about particular transaction processing and posting order matters, please call us at 1-800-REGIONS (734-4667).

If we pay any item that results in an overdraft in your account, you agree to pay us for the amount of the overdraft and to pay our standard overdraft or nonsufficient funds fee then in effect. If we return any item that would have overdrawn your account if the item had been paid, you agree to pay our standard nonsufficient funds or returned item fee then in effect. 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. We may charge the amount of any overdraft and/or any overdraft, nonsufficient funds or returned item fee to any account you have with us. All fees are set forth in our pricing schedule. Other provisions of this Agreement may provide additional information regarding overdrafts and overdraft protection.

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.

We reserve the right to limit the amount of funds that may be withdrawn from your account in cash for various reasons including, without limit, the amount of currency that is available at a particular branch or ATM terminal. This limit is in addition to those set forth in other sections of this Agreement.

We process items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. Information concerning these specifications is available upon request. If an item that does not meet these specifications is presented to us, we reserve the right to reject the item, impose a special fee for processing the item, or both. We also reserve the right to refuse a withdrawal or transfer request which is attempted by any manner not specifically authorized for the account in question, which is greater in frequency or number than that specifically permitted for the account in question, or which is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

Some checks that you originate as paper checks may be truncated (i.e., converted into electronic information or images). The truncated items may be reconverted to substitute paper checks. In either case, we may debit your account for these items, regardless of the form they take. Moreover, we may debit your account for other items that do not qualify under federal law as "substitute checks," including electronic information and Image Replacement Documents, if they are replacements for properly payable items.

Because cashing a check for a person who does not maintain a deposit relationship with us exposes us to additional fraud risks and imposes additional administrative burdens on us, you agree that we may charge a fee for cashing a check for any such person when the check is drawn on your account, deduct the fee from the cash remitted to such person, and/or require a thumbprint or other physical and/or documentary requirements from such persons. We also may provide certain ATM or electronic kiosk check cashing services to persons who maintain deposit or other financial services relationships with us, or we may offer such persons expedited funds availability options with respect to certain check transactions. When these customers use any such service with regard to any check drawn on your account, you agree that we may charge a fee for the service and deduct the fee from the check proceeds. You release us from any and all claims and liability for charging any person a check cashing fee or other fee related to the handling or processing of a check, and/or for refusing to handle, process or pay a check for which the fee is not paid or with respect to which physical or documentary requirements are not satisfied, including (but not limited to) any claims for wrongful dishonor.

## 8. Interest-Bearing Accounts.

**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.

**Payment Of Interest.** We have no obligation to pay interest on any deposit, except as required by law or otherwise agreed by us or disclosed to you in writing. For interest-bearing accounts, interest will be paid at the rate and on the interest payment dates we establish from time to time for that type of account. We use the daily balance method to calculate the interest earned on your account. This method applies a daily periodic rate to the collected balance in your account each day. Interest begins to accrue on cash, electronic payments and on deposits of checks drawn on us on the business day the cash or such check is deposited into your account. Interest begins to accrue on your account no later than the business day we receive credit for the deposit of items such as a check you deposited to your account. We will receive credit for checks drawn on other financial institutions based on the general availability schedule established either by the Federal Reserve Bank or its appropriate branch for the district in which we are located. We may not pay interest on funds represented by an item that is returned unpaid. If your account is converted for any reason from an interest-bearing to a non-interest bearing account before interest is credited, you will not receive the accrued interest. To receive interest (or certain rates of interest) on your type of account, you may be required to maintain a minimum balance of collected funds established by us from time to time. The interest rate paid on your interest-bearing account is determined by us, in our sole judgment and discretion. The Interest Rate and Annual Percentage Yield (APY) may vary depending on the type of account, the balance in the account, and other factors. For certain types of accounts, the interest rate and APY may vary as often as every day. The details of these conditions are contained in the pricing schedule.

**9. Sub-Accounts.** Accounts, whether interest-bearing or non-interest-bearing, may be divided into two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a money-market holding sub-account into which available balances above a preset level are transferred daily. Funds will be retransferred to the transaction sub-account to meet transactional needs. For non-interest bearing accounts, both sub-accounts are non-interest bearing. For interest bearing accounts, both sub-accounts pay the same interest rate. Transfers can occur on any business day. Transfers to the holding sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the holding sub-account to the transaction sub-account will be made whenever transaction sub-account balances fall below a preset level. 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. Both sub-accounts are treated as a single account for purposes of deposits and withdrawals, access and information, tax reporting, fees, etc., except that we reserve the right to require seven days' advance notice before permitting a withdrawal from the holding sub-account. We are required by law to reserve this right.

**10. Review Of Statements.** You are responsible for exercising reasonable promptness in examining your account statement each statement period, or if provided, originals or imaged copies of cancelled checks, or your account activity through the internet if we provide

such access, to determine whether any payment or debit was not authorized because of an alteration of an item or because a signature or endorsement on the item was unauthorized, or for any other discrepancy or reason for which you believe that the debit is not correct. If you discover an unauthorized payment or other discrepancy, you must promptly notify us in writing of the relevant facts. Your report must identify the specific items or debits that you are challenging.

If you fail to comply with your duty to examine your statements and account activity and report errors, discrepancies and unauthorized transactions, in addition to any and all other rights and remedies available to us, we shall have the defenses contained in § 4-406 of the Uniform Commercial Code (UCC), as amended, as adopted in the state in which your account was established. In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, or conspiracy of wrongdoers, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer or conspiracy of wrongdoers on any item paid in good faith on or after 10 calendar days after the first statement describing the first altered or unauthorized item was sent or made available to you. By this provision, you and we intend to define a reasonable time period for the examination of bank statements for purposes of the "Repeater Rule," or the "Same Wrongdoer" rule as provided in § 4-406(d) of the UCC.

Without regard to the care or lack of care of either you or us, if you fail within 30 calendar days after the statement or item is sent or made available to discover and report with respect to an item (i) your unauthorized signature, (ii) any unauthorized or missing endorsement, or (iii) any alteration on an item, you shall be precluded from asserting against us the unauthorized signature, the unauthorized or missing endorsement or alteration on that item. This absolute preclusion applies (i) to each item that you fail to report within 30 calendar days and (ii) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in § 4-406(f) of the UCC and to establish a contractual condition precedent for reporting claims involving unauthorized or missing endorsements.

Except for transactions covered by the Electronic Funds Transfer Act or unauthorized debits involving Substitute Checks, you must report any other problems with your account within 30 calendar days of the date we send or make available the statement or items, failing which you will be precluded from asserting the problem against us, even if we fail to exercise ordinary care in the transaction.

If we provide you with access to your account via the internet, then for purposes of your duty to examine your statements and account activity and report errors, discrepancies and unauthorized transactions, account statements and items will be deemed to be "made available" on the day the subject debit occurred, whether you accessed your account through the internet or not.

If you do not timely receive any account statement, you shall notify us as soon as possible but in no event later than 10 calendar days after such account statement would ordinarily be received by you.

You agree to complete such affidavits and documents we deem necessary to process any claim you make regarding your account. You also agree that you will provide all reasonable cooperation to us in the civil or criminal prosecution of (i) any party responsible for any unauthorized withdrawals from your account or (ii) any party who has made an unauthorized endorsement on any item payable to you if such item was deposited or negotiated by us. Your failure to comply with these procedures may result in a denial of your claim.

We will mail the statement to the address for the account in our records, unless you and we have agreed to a different means for the delivery of statements. You agree to notify us immediately of any change in your mailing address for the delivery of statements. If any statement is returned to us because of an incorrect address, we may suspend sending statements to you until you notify us of your correct mailing

address, or we may, at our sole discretion and without obligation, use any source available to us to update and/or validate the accuracy of your mailing address and begin sending statements to such updated and/or validated address. If you have requested us to hold, rather than mail your statements, you must call for them promptly. You will be responsible for the same care in reviewing the statements and related items as if they were mailed.

**11. Check Retention Accounts.** If you select an account in which checks are truncated or imaged, you authorize us to retain a copy at our expense of all checks, drafts, and/or debit or credit advices for the account. The original documents will be destroyed after they have been copied. The copies will be available for seven (7) years from the date the checks are paid. All copies produced are subject to a copy fee. To produce a copy, we need the account number, the check number, the exact amount of the check, and the date the check was paid. If we can't provide a check copy and you lose money as a result, our liability is limited to any direct loss you sustain up to the amount of the check. You agree to provide any information we require concerning the missing check prior to our payment of your claim, and if you fail to substantiate your claim, we may decline to pay it. You agree that our retention of checks and other items does not alter or waive your responsibility to examine your statements or change the time limits for providing notice to us of forged or altered items, or other errors.

**12. Service Charges.** You agree to pay all service charges and fees that apply to your account or transactions within or affecting your account. The amounts of charges and fees are subject to change from time to time, and new types of charges and fees may be added and apply to your account from time to time. We will notify you of changes and additions to fees and charges as required by applicable law; otherwise, such changes and additions may be made without notice to you. You acknowledge receipt of our pricing schedule listing current service charges, fees and balance requirements. You further acknowledge that the pricing schedule you have received does not necessarily reflect all possible fees and charges that may apply to your account from time to time. A current pricing schedule is available at our branch offices, and you may request information about any fees and charges applicable to your account from any of our customer service representatives. You agree that we may debit all applicable fees and charges, as well as charges for the purchase of checks, drafts, and other items purchased by you from or through us, to your account when due without further notice. You also agree that we will not be liable for returning items because of insufficient funds that result from debiting your account for these charges. In addition, you agree to pay all expenses, including reasonable attorneys' fees, involved in the collection of fees, charges, overdrafts, or the enforcement of any other of our rights or remedies in relation to your account.

**13. Endorsing Items.** If you sign, stamp or affix an endorsement to an item that extends into the space reserved for bank endorsements or otherwise cause our endorsement to be obscured, and the return of an item is delayed because of the obscured bank endorsement, you agree to reimburse and hold us harmless against any loss, expense and cost we may incur because of your endorsement. You authorize us to debit any such amount against your account without further notice to you.

**14. Information-Sharing.** If you are a consumer who has obtained a financial product or service from us that is used primarily for personal, family or household purposes, you should refer to our privacy notice for a description of our information sharing policies and practices. You may request a copy of our privacy notice from any of our customer service representatives. Provisions regarding the sharing of consumer account information are also set forth in Section V – Electronic Funds Transfer Disclosure to Our Consumer Customers. Otherwise, you agree that we may disclose information as necessary or convenient to perform our obligations and responsibilities in relation to your account, or to the extent not prohibited by law. If you authorize or direct a third party to request information from us about your account or your other banking

relationships with us, you acknowledge and agree that we may charge a fee for furnishing the information to such party.

**15. Verification.** You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your application for or use of any account, and to request reports from credit bureaus and consumer reporting agencies for such purposes and for any other purpose permissible under applicable law. In order for us to verify that you continue to qualify and meet eligibility requirements for your account, or to fulfill our policies and procedures with respect to the monitoring of accounts, or to comply with the requirements of applicable law or regulation, we may from time to time request you to confirm information you have provided to us or to provide us with additional information. 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).

**16. Automated Clearinghouse.** From time to time, you may be a party to an Automated Clearinghouse (ACH) entry that may be credited or charged to your account. You agree to be bound by applicable automated or other clearinghouse rules and regulations then in effect. Some checks that you give to a merchant may be converted by the merchant into ACH debit entries, in which case they will be collected electronically and charged against your account much more quickly than a paper check. This means that (a) you will have a reduced right to stop payment, (b) you need to make sure that your account has sufficient collected funds to cover the debit, and (c) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant who receives your check by mail should give you notice of the conversion but will destroy the original check. Whether your check is converted at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your monthly statement from us. For further information on ACH transfers, see Section V – Electronic Funds Transfer Disclosure to Our Consumer Customers.

**17. Wire Transfers.** We have established rules and security procedures for initiating and receiving funds transfers to the extent they are not subject to the Electronic Fund Transfer Act or Regulation E. These include a requirement that you sign a Funds Transfer Agreement before we initiate certain funds transfers. In the event you do not execute our Funds Transfer Agreement and in consideration of our handling your funds transfers, you agree to abide by our established rules and security procedures for funds transfers which include, without limitation, the following:

**Governing Rules.** You agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to FEDWIRE.

**Notice.** We will not give telephonic notice to you of incoming credits unless you make a written request for the service in advance. If so requested, we will use reasonable efforts to provide such notification, but shall have no liability for failure to notify or for incorrect or untimely notification. You will receive confirmation of executed funds transfer payment orders in the periodic statements provided by us to you. If you believe we have failed to properly credit or debit a transfer to

you, you agree to promptly notify your account officer or banking representative at the branch where you do your principal business of all of the relevant facts. If you fail to notify us within 30 days of the mailing of the statement reflecting the debit caused by a wire transfer, the debit is deemed to be authorized.

**Final Payments.** Except for FEDWIRE funds transfers, any credit we give you is provisional until we receive final payment. If we do not receive final payment, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient.

**Compensation.** In the event we shall be liable to you for the delay or improper completion of funds transfer as a result of our error, our liability shall be limited to payment for loss of interest on the use of the funds. Interest shall be calculated on the basis of the average Federal Funds rate for the period involved. Any such compensation will be paid, in our option, by either (a) a lump sum payment of cash, or (b) a credit to your account with us.

**Use of Account Numbers.** You are notified and agree that if your payment order in a funds transfer identifies any bank or the beneficiary by both a name and an identifying (or bank account) number and the name and number identify different persons, execution of the payment order, payment to the beneficiary, or cancellation of the payment order may be made solely on the basis of the identifying number. We shall have no liability for failing to detect any error contained in any payment order sent by you to us.

By using any of our funds transfer services, you acknowledge and agree that our methods and procedures for the authorization and authentication of funds transfers constitute commercially reasonable security procedures under applicable law.

Unless we have otherwise expressly agreed with you in writing, if we receive a funds transfer denominated in foreign currency for credit to your account, we may, in our discretion, prior to or upon acceptance of the transaction, convert the transaction to the U.S. dollar equivalent at our exchange rate in effect at the time of conversion pursuant to our policies and procedures. Exchange rates may differ depending on the amount of the transaction. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to funds transfers denominated in foreign currency.

**18. Assignment.** Accounts are transferable only on our records, and except as expressly provided in this Agreement, you may not assign or transfer your account (whether as security for a debt or otherwise) or this Agreement, or any of your rights therein or thereunder, without our written acknowledgement and consent, which may be granted or withheld in our absolute discretion. In the event we acknowledge and consent to the transfer or assignment of any account, such account will remain subject to our right of setoff and our other rights and remedies hereunder with respect to obligations incurred and defaults, events, and/or circumstances occurring or existing both before and/or after the transfer or assignment. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, 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.

**19. Insufficient Funds And Overdrafts.** 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. If any item is presented again after having previously been

returned unpaid by us, you agree to pay this charge for each time the item is presented for payment and the balance of available funds in your account is insufficient to pay the item. You waive notice of the return of any item unpaid and notice of the imposition of any insufficient or unavailable funds charge. At our election, we may pay any item drawn against your account even though the item causes an overdraft to the account. You agree to pay the overdraft amount and applicable fee. If the account is a multi-party account, you agree that all depositors will be personally liable, jointly and severally (and solidarily if applicable), for payment to us of all overdrafts on the account, regardless of which depositor created the overdraft and whether the other depositors knew of the overdraft, participated in activity on the account, or benefited from the overdraft. We are under no obligation to let you overdraw your account. The honoring of past overdrafts will not obligate us to honor overdrafts in the future. You understand that any overdraft in your account may be subject to a security interest that you have granted in the past or will grant in the future to support another debt you owe us.

**20. Automated Item Processing.** We have adopted collection and payment procedures that allow us to process all items at a lower cost to our customers. These automated procedures involve high-speed automated check processing machines that read information encoded onto each item in magnetic ink. In recognizing this fact, you agree that we may disregard any information on an item drawn on your account other than the signature of the authorized signer, the identification of the drawee bank and payee, the amount of the item, and any other information that appears in magnetic ink at the bottom of the item. We are not bound by any other information on the item, including terms such as "Payee's endorsement required," "Not good for more than \$(amount)," "Void if not paid in (number) days," and similar language. You also agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of any items, or do not provide for sight examination of items below a threshold amount we determine from time to time. We will not be liable for processing errors or delays due to printing inaccuracies or faulty magnetic ink encoding of critical data that result from your use of checks or other items in a form not approved by us in advance. Checks you write may be converted into electronic information or images (truncated) during the check collection and return process. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, or you make your check out in a way (e.g., using a lightly colored ink) that causes critical data to disappear upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

**21. Postdated, Stale And Expiration Date Items.** If an item presented for payment against your account is postdated or contains an expiration date, we may pay the item when presented or return it, at our option, and we shall have no liability to you for taking either such action. If a check, instrument, or other draft you have drawn on your account is postdated or contains an expiration date (a "Dated Check") and you do not wish us to pay such Dated Check prior to its date or after its expiration date, as applicable, you may submit a stop-payment order as provided in this Agreement and the handling of such Dated Check shall be governed by the stop-payment order provisions of this Agreement. You are solely responsible for timely cancelling a stop-payment order on any Dated Check that is postdated if you wish for us to pay such Dated Check on or after its date and prior to the expiration date of the stop-payment order. We shall have the right, at our option and without notice to you, to pay or return any item that is presented for payment against your account more than six months after its date, and we shall have no liability to you for taking either such action.

**22. Stopping Payment; No Stopping Payment Of Bank Instruments.** If a check, instrument, or other draft you have drawn

on your account (a "Check") has not already been paid or verified for payment to the payee, you may ask us to stop payment. You must tell us the exact amount of the Check, the Check number, the date of the Check, the name of the payee, and the full account number on which the Check is drawn. If you produce a Check by computer or in any other manner that does not contain a magnetic-encoded check number, we may not be able to honor the stop-payment order. We must receive your stop-payment order in time to permit us a reasonable opportunity to act on it in the ordinary course of business. If the information you give us is not correct, or if you do not give us other reasonable information we request about the Check, we will not be responsible if we are unable to effect the stop-payment order. Your stop-payment order, whether oral or written, is effective for six (6) months from the original date of the order. After processing your stop-payment order, we will send to you a written STOP PAYMENT REQUEST/SPECIAL PAYING CONFIRMATION indicating the date the stop-payment order was applied and the date of expiration. You may request us to renew any stop-payment order. You must make your renewal request, orally or in writing, prior to the expiration date of the stop-payment order, and you must provide complete information concerning the Check for which the stop-payment order is to be renewed. A renewal of your stop-payment order will be effective for six (6) months from the date we process the renewal request.

Stop-payment requests and renewal requests are subject to the service charges for such items as set out in our pricing schedule at the time of your request. If we refuse to pay any Check pursuant to your stop-payment order, you agree to hold us harmless from all costs and expenses incurred by us, including our attorney's fees, resulting from our refusal to pay the Check. If we recredit your account after paying an item over a valid stop-payment order, you agree to transfer to us in writing all of your rights against the payee or other holder of the item and to assist us in legal action against that person. If we fail to honor a timely and accurate stop-order, we reserve the right not to recredit your account unless you can demonstrate the fact and amount of your loss.

You may request us to cancel any stop-payment order prior to the expiration of the order. You must provide such information as we may reasonably require to cancel the stop-payment order, and we may require you to make your request in writing and acknowledge and attest to your written request before a notary public.

You do not have the right to stop payment on an official check, a cashier's check, a teller's check, a certified check, a money order or a traveler's check you have purchased from us. These are instruments on which the bank itself is or may be obligated. However, if a bank instrument you purchased is lost or stolen, you may obtain a replacement instrument, provided that we have not already paid the lost instrument. To obtain a replacement instrument or get your money back, you must execute such affidavits and indemnification agreements and/or furnish such bonds as we may require in our discretion. In general, your claim will become enforceable in 90 days. Once it becomes enforceable, we will issue a replacement instrument or refund your money if we have not already paid the lost instrument.

We may permit you to attempt to stop payment on items other than Checks. You agree to be bound by and to comply with our rules and procedures, the rules and procedures of participating payment networks, processing systems, and clearinghouses, and applicable law and regulation in the event we permit you to attempt to stop payment on such other items. Checks and other items that are subject to stop payment orders may reduce your available balance when they are presented against your account pending our return of such Checks and other items.

**23. Multi-Party Accounts.** If your account is a personal account and has more than one owner name on it, we will treat it as a joint tenant account with right of survivorship (to the extent such accounts are recognized under applicable law) unless otherwise expressly designated on the signature card or other account records maintained by us. We may require you to sign additional forms to establish the account. 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 authority granted herein to each depositor shall extend to any conservator, guardian, or other fiduciary or personal representative of such depositor. Where applicable law requires your concurrence in any transaction or business regarding or affecting your account, you expressly authorize each other depositor on your account to individually concur on your behalf as your attorney-in-fact or agent, and the authorization of any such transaction or business by any such other depositor constitutes your concurrence without any further action or expression on the part of such other depositor or on your part. Subject to any other provisions of this Agreement relating to our procedures, conditions, requirements, and discretion as to powers of attorney, each depositor also may appoint one or more attorneys-in-fact without notice to or consent of any other depositor, and no other depositor will have the authority to revoke or limit the power of attorney made by another depositor. To the extent not prohibited by applicable law, we may, at our discretion, require that all depositors sign the power of attorney before we will recognize it. We are not required to remove a depositor from the title to a multi-party account without the written consent of the other depositor(s). The liability of each depositor on a multi-party account is joint and several (and solidarily if applicable).

**24. Formal Trust Account.** A formal trust account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement or a will provided to us at the time the account is opened. If the trustee(s) die or are replaced, then we will not release any funds until we are satisfied that all required legal documents have been delivered to us and that all other legal requirements have been met. At our option, as a condition to opening or continuing to maintain a trust account, or to disbursing funds from a trust account, we may require the trustee(s) and/or each beneficiary to execute certain certificates, affidavits, and/or instruments attesting to the terms of the trust, their respective rights therein, and/or such other facts or information as we may require in our discretion. We may accept such certificates, affidavits, and/or instruments in lieu of accepting and/or reviewing a copy of the trust instrument, and in such event we may rely on the information set forth in such certificates, affidavits, and/or instruments (which information shall control in the event of any conflict with the terms of the trust instrument) and we shall not be charged with knowledge of any of the provisions of the trust instrument.

**25. "In Trust For" / Payable On Death (POD) Accounts.** If an account is opened without a written trust agreement and the account is in the name of one or more depositors for the benefit of one or more beneficiaries, or names one or more POD beneficiaries, all funds in the account will be paid, upon the death of the depositor or surviving depositors, in equal shares to the person or persons then living who are named as beneficiary or beneficiaries (whether an adult or minor) and, unless applicable law expressly provides otherwise, the money in the account will not be inherited by the heirs of the depositor(s) or controlled by the will of the depositor(s). Payment of the account funds to such beneficiary or beneficiaries shall fully release us from all liability. During the lifetime of the depositor(s), any interest of the beneficiary or beneficiaries in such an account shall be deemed for all purposes to be revocable and only the depositor(s) may withdraw funds therefrom. Certain state law restrictions and provisions also may apply.

**26. Accounts Established On Behalf Of Others.** If you have

established an account as a custodian for a minor beneficiary under the applicable state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. In the event an account is established by a party (i) for or on behalf of a minor (and such account is not established under the Uniform Transfer to Minors Act) or (ii) for or on behalf of another individual who is not the subject of a guardianship or conservatorship as ordered by the Court, we may in our sole discretion pay the funds on deposit in such account to the party establishing the account or, upon request, to the party for whose benefit the account was established. We will not, however, be responsible for our refusal for any reason to pay funds on deposit to a party for whom the account was established. This provision does not apply to accounts established pursuant to a written escrow agreement, accounts established by court-appointed guardians or conservators, or accounts established by a fiduciary under a written agreement.

**27. Business/Organization Accounts And Authorized Representatives.** We may rely on the classification and form of ownership for a business account, as set forth on the signature card, for all purposes relating to the account. You represent and agree that (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given by you to us are true, accurate and complete in all respects, (c) all assumed or fictitious names have been registered or filed with the appropriate governmental authorities, and (d) each person whose name is written or printed on the signature card, any resolution or other separate written authorization concerning the account has complete authority involving the account.

The definition of an authorized representative is a representative(s) of the business or organization who has been identified to us as being authorized to sign checks on, make withdrawals from, or otherwise give instructions with respect to your account and has (have) signed a signature card for the account. An authorized representative may also be a person who has been authorized to obtain account information but may not sign checks. An authorized representative also may be any person reasonably believed by us otherwise to be authorized by the business or organization to act on its behalf or any person who may have capacity to act on behalf of the business or organization under the law of agency.

You agree that each authorized representative, except for those who have not been given signing authority by the business or organization but have the authority to obtain information, shall have full authority, subject to the provisions of any signature card or supporting documents, for all actions relating to your account, including, but not limited to, making deposits, making withdrawals, endorsing checks, closing the account, stopping payment, assigning the account, overdrawing the account, and entering into agreements on your behalf for any other products and services we offer that may be used in connection with your account, and each authorized representative may take such actions alone and without participation by any other authorized representative. Any one of the authorized representatives may write checks and/or withdraw money from your account. We may rely on any resolution and/or certification submitted by a party purporting to be an officer, director, member or partner of an organization and may act upon such document and instructions therein. You will be liable for any deficiency in your account regardless of which authorized representative is responsible for its occurrence.

If there is a dispute between any authorized representative(s), or if one of the authorized representative(s) demands that we not allow any other authorized representative to withdraw money from the account, or if there is a dispute about who is authorized to make withdrawals from or give instructions with respect to an account, or if the bank receives a notice from a party who purports to be an officer, director, incorporator, shareholder, member, or partner of a business or organization disputing the rights of any existing authorized representatives to make withdrawals or handle account transactions, we may (but do not have to) refuse to



allow any withdrawals or other action by anyone until we are satisfied that the dispute is resolved or the demand or notice is withdrawn. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money due to the dispute, demand or notice.

We reserve the right, in our sole and absolute discretion, to require that any in-person cash withdrawal from a business or organization account be made by means of a check that is machine printed with the name of the business or organization, the account number, and our routing/transit number and not to permit such withdrawals by means of a blank countercheck or counter withdrawal slip completed with handwriting. You agree that we shall have no liability to you if we do not permit such a withdrawal by means of a blank countercheck or counter withdrawal slip, nor shall we have any liability to you if we do permit such a withdrawal by means of a blank countercheck or counter withdrawal slip, provided the item otherwise is properly payable according to the terms of this Agreement.

**28. Special State Provisions And Disclosures.** The following provisions apply to accounts in the states indicated and supplement the other terms and conditions of this Agreement. In the event the following provisions conflict with the other terms and conditions of this Agreement, the following provisions shall control with respect to accounts in the states indicated.

**Texas Account Disclosures.** The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a POD (Payable on Death) payee or trust account beneficiary. Single-Party Account Without POD (Payable on Death) Designation: The party to the account owns the account. On the death of the party, ownership of the account passes as part of the party's estate under the party's will or by intestacy. Single Party Account with POD (Payable on Death) Designation: The party to the account owns the account. On the death of the party, ownership of the account passes to the POD beneficiaries of the account. The account is not a part of the party's estate. Multiple-Party Account Without Right of Survivorship: The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy. Multiple-Party Account With Right of Survivorship: The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties. Multiple Party Account With Right of Survivorship and POD (Payable on Death) Designation: The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the POD beneficiaries. Convenience Account: The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account. Trust Account: The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account.

A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

We make no representation as to the appropriateness or effect of the ownership and beneficiary designations. Community property laws in your state may affect account ownership designations and the disposition of the account upon the death of a party.

**Missouri Account Disclosures.** If your account is in Missouri and is a personal account that has more than one name on it, we will treat it as a joint tenant account with right of survivorship (to the extent such accounts are recognized under applicable law) and not as an account of tenants by the entirety, unless otherwise expressly designated on the signature card or other account records.

**Florida Account Disclosures.** If your account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship (to the extent that such accounts are recognized under applicable law) and not as an account of tenants by the entireties, unless otherwise expressly designated on the signature card or other account records.

**Tennessee Account Disclosures.** With respect only to accounts established at our Tennessee branches, all joint accounts are owned by the parties as they have indicated upon the signature card for such account. Upon the death of any joint owner, the ownership of the joint account shall be vested in accordance with the form of ownership so chosen by the parties. In regards to public funds accounts, any qualified public entity of the State of Tennessee that opens a public funds deposit account shall have its deposits secured with the State of Tennessee Bank Collateral Pool established under The Collateral Pool For Public Deposits Act of 1990. A "public entity" is defined as the State of Tennessee, or any of its agencies, or any Tennessee county, Tennessee incorporated municipality and their political subdivisions, or any utility district organized under the laws of the state or interstate compact to which the state is a party. A "public funds deposit account" is defined as any Deposit Account, Time Deposit or Certificate of Deposit a public entity opens with us.

The designation "joint tenants with right of survivorship" on an account means that the deposit account or certificate of deposit shall become the property of each owner as joint tenants, and that the survivor is entitled to all moneys in the account or represented by the certificate even if the first person to die had a will specifically directing disposition to someone else. We may release all moneys in the account or represented by the certificate to, or honor checks or orders drawn by, or withdrawal requests from, the survivor upon the death of any joint tenant.

The designation "additional authorized signatory" on an account means that the person named as additional authorized signatory shall have authority during the lifetime of one (1) or more owners to withdraw moneys from the deposit account or represented by the certificate of deposit. Moneys remaining in the account or represented by the instrument upon the owner's death shall become part of the deceased owner's estate, subject to the deceased person's will or applicable law if the deceased person left no will. We may release all moneys in the account or represented by the certificate to, or honor checks or orders drawn by, or withdrawal requests from, the authorized signatory until notified of revocation of the authority.

**Louisiana Account Disclosures.** With respect to joint accounts established at our Louisiana branches, we can pay to any one of the joint depositors, or their legal representative(s) (including the legal representative of the estate or succession of a deceased joint depositor), the entire balance of the joint account or any part of the balance of the joint account at any time, including after the death of any joint depositor. Each joint depositor, and his/her legal representative(s), is authorized at any time, including after the death of any joint depositor, to deposit or

withdraw money from the joint account by check or item or otherwise, to close the joint account, to order electronic funds transferred to and from the joint account, to stop payment on any check or item drawn on the joint account and to enter into special agreements concerning the joint account. Upon the death of any joint depositor, we have the specific right to pay any or all of the funds on deposit in the joint account to the surviving joint depositor(s) or any one of them and we shall not incur liability to the heirs, successors, legatees or devisees of any deceased joint depositor or to any surviving joint depositor for such payment.

You hereby state, acknowledge and agree, that (a) we have not offered or rendered any legal, tax or other advice whatsoever to you, including, without limitation, any advice regarding this account, the opening or maintenance thereof, the distribution of funds therefrom, or the purpose thereof, or any advice regarding successions, inheritance or estate planning; (b) we have fully and completely disclosed to you that we do not offer any such advice; (c) we have advised you to consult with a third-party attorney or other qualified expert should you have any questions regarding your account, the legal consequences thereof, or any other questions related thereto; and (d) you have consulted with such attorneys, accountants and other experts as you deem necessary or appropriate.

**IN TRUST FOR/PAYABLE ON DEATH/POD ACCOUNTS:** You understand the need, and hereby agree, to execute and deliver to us an affidavit or an act under private signature conforming to the requirements of LSA R.S. 6:314. Failure to properly complete, and execute, such an affidavit or private act and return the properly completed, and executed, affidavit or private act to us may result in your account being deemed to be an account solely in your name(s), irrespective of any "Payable on Death," "POD," "in Trust for" or similar language following the name(s) in the account styling. You hereby agree that, if all the requirements for establishing this account are fulfilled, after the death of the account owner(s) and our receipt of such documentation as we, in our sole discretion, deem necessary or advisable, we will close this account and disburse all funds in the account to the beneficiary(ies) named in the affidavit or private act referred to above, either by check made payable jointly to all beneficiaries or in equal (or as near thereto as is possible given the amount to be disbursed and the number of beneficiaries) by an individual check to each beneficiary, in our sole discretion. You, on your own behalf and on behalf of your estate, heirs, legatees and representatives, hereby release us from, indemnify us for, and hold us harmless from and against, any and all actions, causes of action, claims and damages arising out of, or in any way related to, our opening of this account, our acceptance (whether initially or at one or more later times) of funds for deposit therein, and our acting in accordance with the instructions contained herein.

**29. Power Of Attorney Accounts.** Subject to the requirements of applicable law, we have no obligation to accept or recognize a power of attorney. If we elect to recognize and accept a power of attorney, we may require that the power of attorney be executed on a form and/or pursuant to procedures that are acceptable to us and that comply with applicable law. We may require such other evidence of authority, as well as affidavits and indemnifications, as we may deem appropriate. If we accept a power of attorney, any action taken by us shall be binding upon you if we take such action before we receive and have a reasonable opportunity to act upon (a) written revocation of the power of attorney; (b) written notice of death of the principal of the power of attorney; (c) in the event the power of attorney does not survive the disability, incompetency or incapacitation of the principal under applicable law, written notice that the principal has been declared disabled, incompetent or incapacitated; or (d) written notice that a guardian of the principal's person or property has been appointed. Unless otherwise provided in applicable state law, we will not be liable to you for our refusal to allow a transaction requested by an agent or attorney in fact and you agree to indemnify and hold us harmless should any agent or attorney in fact make any claim against us for our refusal to conduct a transaction on your behalf.

**30. Fiduciary Accounts.** To the maximum extent permissible under applicable law, we have no responsibility or obligation to supervise or monitor the transactions within fiduciary accounts (including, but not limited to, estate accounts, guardianship accounts and trust accounts), or to inquire as to the powers or duties of the depositor(s). The depositor(s), in their individual capacity and jointly and severally (and solidarily if applicable), agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other party with respect to the authority or actions taken by the depositor(s) in handling or dealing with a fiduciary account.

**31. Closing Your Account.** We may close your account at any time and for any reason or for no reason, with or without advance notice. If we close your account, we will notify you by mail or telephone that we have closed your account; provided that if we allow you to open an account without an initial deposit and you do not fund the account within 10 days, or if we suspect any illegal or fraudulent activity relating to your account, we may close the account without any notice to you. We may (but do not have to) mail you a check for the balance of collected funds in your account, or you may pick up a check for the collected balance at our office. Written notice and a check, if any, will be sent to any address shown on our records for you, or if the account is a multi-party account, any depositor to whom we elect to send it. We may deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Alternatively, at our option and in our discretion, when we close your account we may transfer the balance of collected funds to another account of any owner of the closed account notwithstanding that the ownership of the closed account may not be identical to the ownership of such other account. If you would like to close your account, you must visit one of our banking offices or call our customer service number and ask us to complete a closing withdrawal. If you do not close your account in this way, the account will remain open on our systems and remain subject to the assessment of fees, including any applicable monthly account fee. If your account is subject to a monthly account fee that is charged in advance each statement period, as disclosed in the account disclosures for your particular account, the fee is deemed earned in full at the time it is charged and is not subject to refund or proration in the event you should close your account. Before closing your checking or money market account, be sure that all the checks you have written have cleared. We suggest you not write checks for at least fifteen (15) days before you close your account. Once we have closed your account, we can, without any liability to you or any other party, refuse to (a) honor any items you have written or authorized that are presented to us for payment after we have closed your account, or (b) collect any item you have deposited in the account. We may, however, accept deposits to an account after it is closed in order to pay any service charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate the account. We reserve the right to charge an early-account-closing fee when applicable. Any terms regarding any minimum period of time during which your account must remain open will be disclosed to you separately. When an interest-bearing account is closed during a statement period, we may not pay interest on the account for the period between the end of the last statement period and the account closing date. If you call our customer service number to close your account by telephone, and if your account balance is less than \$2 (a "Low Dollar Balance") at the time you ask us to close your account, we will transfer the Low Dollar Balance to another account you maintain with us. If you do not maintain another account with us, you agree that we may close your account without paying the Low Dollar Balance to you. In such event, you hereby assign and transfer the Low Dollar Balance to us, and you authorize us to debit the Low Dollar Balance from your account. If you do not maintain another account with us and you want us

to pay a Low Dollar Balance to you when you close your account, you must visit one of our banking offices and close your account in person. If, after your account has been closed to further transactions, we determine that a credit is due to the account for any reason (e.g., the refund of a fee charged in error), and the net credit due is less than \$1, you hereby waive your claim to such amount and assign and transfer such amount to us. 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.

**32. Abandoned Or Dormant Accounts.** If you do not use your account or notify us in writing of your current mailing address, or if statements or notices we send to you are returned undelivered, your account and deposits may be presumed abandoned after a specified period of time, as provided by applicable law, or may be considered dormant or inactive according to our internal policies and procedures. To the extent not prohibited under applicable law, abandoned or dormant accounts are subject to a reasonable service charge in addition to any usual service charges applicable to the accounts. You may request current information about our abandoned and dormant account charges from any of our customer service representatives. If we consider your account to be inactive or dormant under our policies and procedures, we also may (to the extent not prohibited by applicable law) refuse to pay items drawn on or payable out of the account, stop sending account statements, and/or stop paying interest on the account. Accounts that are presumed to be abandoned will be escheated to the state in which the account is maintained in accordance with applicable law.

**33. Adverse Claims To An Account.** If there is a dispute between those of you who have signed a signature card or who have been named as a joint owner by an existing account holder for a joint account, or between the authorized representatives who have signed a signature card for a nonpersonal account, or if one of you demands that we not allow other(s) to withdraw money from the account, or if there is a dispute or if a claim is made by any person or entity about who is authorized to make withdrawals from an account or about who owns or is entitled any funds on deposit in an account, we may (but do not have to) refuse to allow any withdrawals by anyone until we are satisfied that the dispute is resolved or the claim or demand is withdrawn. 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 incur attorneys' fees, costs or expenses to resolve the issues specified in this paragraph, you agree to reimburse us for those sums we incur. No interest will be paid by us on funds deposited with a court. 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 pay checks drawn on your account due to the dispute, demand or claim.

**34. Legal Process Affecting Your Account.** Should we receive by any means, 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 account access, or for the withholding, seizure or turnover of account funds, or otherwise affecting your account or records ("Legal Process"), you hereby acknowledge and agree that we may comply with such Legal Process in accordance with the requirements of applicable law and regulation. You further acknowledge and agree that, in complying with Legal Process, we may limit or suspend your access to your account, refuse to permit withdrawals or transfers from or deposits to your account, and/or take such other action as we deem 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 all or any of the account owners or signers. All Legal Process is subject to our right of setoff and security interest. You waive all interest that may otherwise accrue or have

accrued on any balance withheld pursuant to or otherwise affected by Legal Process, and you consent to the assessment of an early withdrawal penalty, if applicable. Except to the extent prohibited by applicable law or regulation, we may assess a fee against your account if we are served with Legal Process affecting your account, and you agree that, if allowed by applicable law, we may deduct such fee from your account funds before remitting any funds pursuant to any Legal Process. You also agree to pay any research and copy services fees, in addition to administrative and attorney's expenses we incur in responding to Legal Process affecting your account, except to the extent that such fees and expenses are prohibited by applicable law or regulation. You authorize us to deduct fees and expenses associated with the Legal Process affecting your account from any of your accounts without notice to you, even if such deductions result in overdrafts in any of your accounts. You may request current information about the fees we may charge in connection with Legal Process from any of our customer service representatives. 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 pay checks drawn on your account due to our lawful compliance with any Legal Process affecting your account, or as a result of any other act or omission in compliance with applicable law or regulation on our part in connection with any Legal Process. No term or provision of this section shall be construed as a waiver of any legally enforceable right you have under applicable law or regulation the waiver of which is prohibited by applicable law or regulation. You may have certain rights and claims of exemption with respect to Legal Process affecting your account, either under the laws of the state where you reside or under the laws of the state from which Legal Process is issued, or both. We recommend that you consult an attorney for advice and guidance regarding such rights and exemptions. You acknowledge and agree that the assertion of any such rights and obligations is solely your responsibility and that we shall have no duty or obligation to assert such rights and obligations or to contest Legal Process on your behalf, subject to the requirements of applicable law or regulation. To the fullest extent permitted by applicable law and regulation, we may act in our own best legal interests in our discretion in connection with any Legal Process affecting your account.

**35. Indemnification; Waiver Of Consequential Damages; Correction of Errors.** To the extent allowed by law, you waive the right to recover consequential damages for our action or inaction in handling your deposit account. If we take any action with respect to your account in accordance with your instructions or orders, or in accordance with this Agreement, or if you breach any warranty provided in this Agreement or by law, and we incur any loss, liability, damage, cost or expense (including reasonable attorney's 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. 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.

**36. Right Of Setoff; Grant Of Security Interest.** You agree that we shall have the right to setoff against any and all funds in your account with us (including any multi-party accounts), and to apply such 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. Unless prohibited by applicable law, we may set off against a multi-party account the full amount of any claim that we have against any one or more of the depositors without regard to the joint or several ownership of the funds on deposit to the account or the original source of those funds and without requirement that the claim be owed to us by all of the depositors rather than only some of them. If your account 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 deposits to satisfy any overdraft and associated fees, or to satisfy any other debt that you owe the bank. If you desire to prevent our exercise of setoff against such deposits, you should arrange not to have them directly deposited into your account.

In addition to our right of setoff, you hereby grant to us a security interest in the account to cover any debt you owe us, of whatever type, whether you are borrower, guarantor or otherwise. This security interest may not apply to your account if (a) it is an IRA or tax-deferred Keogh Retirement Account, (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) your right of withdrawal arises only in a representative capacity.

**37. Communication Consent.** You agree that Regions and any of its current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services in connection with an account (each a "Communicator") may monitor and record telephone calls regarding your account to assure the quality of service or for other reasons. You agree that any Communicator 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, e-mail, or other electronic message to service your account, to collect any amounts you may owe under your account or for other informational purposes related to your account (each a "Communication"). You agree that any Communicator may call or text you at any telephone number that you provide in connection with your account, including cellular telephone numbers, and may send an e-mail to any email address that you provide in connection with your account. You also agree that any Communicator may include your personal information in a Communication. You agree that Regions will not charge you for a Communication, but your service provider may. In addition, you understand and agree that any Communicator may always communicate with you in any manner permissible by law that does not require your prior consent.

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.

**38. Changing This Agreement.** We have the right to change the terms of this Agreement (including the separate sections hereof) and the fees, charges, features, operational elements (including, without limitation, account numbers), and other terms and conditions applicable to your account and services linked to your account. We also have the right to discontinue certain kinds of accounts, in which case we may transfer your funds to another type of account. In addition, we reserve the right to change your account from one account type to another if (i) transactions being conducted in your account are not appropriate for your type of account or (ii) we are required by law or regulation to convert your account to another account type based upon your account activity. We will notify you should your account type be changed. With respect to disclosures required by federal regulations, we will provide prior written notice to you of any change that is not in your favor in accordance with such federal regulations. Except as otherwise required by applicable law, and/or except as otherwise provided in any notice we may furnish, any

other changes to this Agreement will be effective on that date which is 10 days after the date notice is given by either posting the notice in our manned offices where deposits are received or including the notice with or on your statement or in a separate mailing, or by any other means or method described in this Agreement. You agree that a summary of the change in terms is sufficient notice. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or your account, you must terminate your account within 10 days after the date notice is given to you of the change or amendment. By using your account 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 your account 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. If we elect to send a notice of change by mail or other transmission directed to you and there is more than one person on the signature card or receipt for your account we will only send the notice of change to one of you. You acknowledge and are aware that our current customer agreement, pricing schedule and funds availability policy are available to you upon request at our offices.

**39. Effect Of Waiver.** We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions and/or with respect to any of our customers. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to other or later transactions. Otherwise, no failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof or constitute an amendment of the terms of this Agreement. Where this Agreement or applicable law permits us to take action, or not to take action, in our discretion on any matter, any action, or inaction, on our part with respect to such matter shall not obligate us to repeat such action, or inaction, with respect to similar matters that may subsequently arise.

**40. Waiver Of Notice.** You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest and notice of dishonor with respect to any and all items cashed by us or credited to or charged against your account.

**41. Notices; Updating Contact Information.** Any notice we send you will be considered effective when it is deposited in the U.S. Mail to the address for the account in our records or, at our option, when it is transmitted or made available to you pursuant to any other method to which you have agreed in connection with your account, including, with respect to changes or amendments to this Agreement, any means or method described in this Agreement. 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. If you provide us with an email address, you agree that we may send notices and communications to you electronically at that email address, subject to the requirements of applicable law, and you agree promptly to notify us of any change in the email address. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any notices or communications that we have transmitted to the email address you

have provided and that have been returned "undeliverable" or otherwise rejected for delivery. Unless otherwise provided in this Agreement, notice from you must be in writing. 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. If your account is a multi-party account, we can notify any one of you and the notice will be effective for all of you. Any one of you can notify us, and we will consider it to be notice from all of you.

**42. Account Disclosures.** Additional terms and conditions are contained in any disclosures provided to you.

**43. Force Majeure.** 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.

**44. Applicable Law.** This Agreement and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the state in which your account is established, except that Alabama law will govern the maximum interest rate that may be payable to us. We reserve all of our rights with respect to the preemptive effect of any applicable federal laws and/or regulations. Our rights under this Agreement and applicable law are cumulative and not exclusive.

**45. Conflicts With Applicable Law And Disclosures.** To the extent this Agreement conflicts with any applicable provision of the Uniform Commercial Code, this Agreement shall control; otherwise, this Agreement supplements but does not displace the Uniform Commercial Code. If any provision of this Agreement conflicts with any applicable disclosure statement we have given you pursuant to the requirements of any law, such as the federal Electronic Fund Transfer Act, the federal Truth-in-Savings Act, the federal Expedited Funds Availability Act, or the Check 21 Act, the provisions of such disclosure statement shall control.

**46. Entire Agreement; Other Programs And Services.** You agree to be bound by any and all operating rules, circulars and regulations imposed by any networks, funds transfer systems (including, without limitation, the Federal Reserve) and/or clearinghouses in which we participate and/or which process transactions that affect your account. You further agree to be bound by any agreements we have with other financial institutions with respect to the processing or handling of transactions that affect your account. This Agreement constitutes the current and entire general deposit agreement between you and us with respect to the account(s) for which this Agreement has been delivered, and any and all prior general deposit agreements with respect to such account(s) are superseded by this Agreement. Additional and/or specific rules, regulations, disclosures and/or agreements may be applicable to certain or particular accounts or specialized account programs and/or to bank services linked to an account, such as electronic or online banking. You agree that the terms and conditions set forth in such rules, regulations, disclosures and other agreements continue in effect and are intended to be in addition to and not in substitution of the terms and conditions set forth in this Agreement. To the extent there is a conflict, the terms and conditions set forth in such rules, regulations, disclosures and other agreements shall govern unless otherwise required by applicable law, subject, however, to the provisions of the immediately following paragraph.

In the event we provide any operational service to you in connection with any deposit account you maintain with us, and to the extent you have a right to terminate the agreement that governs the provision and use of

such operational service (the "Operational Service Agreement"), you may not terminate the Operational Service Agreement without first giving us written notice of termination (i) at least 30 calendar days in advance of the effective date of such termination or (ii) according to the applicable notice interval provided in the Operational Service Agreement (if any), whichever of (i) or (ii) shall result in greater advance notice to us. The terms of this paragraph do not grant you a right of termination with respect to any Operational Service Agreement, but only govern the timing of notification of termination to the extent necessary to qualify the related deposit account as an operational deposit for purposes of liquidity coverage laws or regulations to which we are subject. Whether you have any such right of termination shall be governed by the terms of the Operational Service Agreement or applicable law. In the event of a conflict between the terms of this paragraph and the terms of any Operational Service Agreement, the terms of this paragraph shall govern and control to the extent necessary to qualify your deposit account as an operational deposit. For purposes of this paragraph, the terms "operational deposit" and "operational service" shall have the meanings respectively ascribed to them by 12 CFR Part 249, as amended or as replaced by any successor law, regulation or rule binding on us.

**47. Construction Of Agreement.** The captions and headings used in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires. No termination of any account will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement which, by their terms or nature, are intended to survive account termination.

**48. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of this Agreement by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of this Agreement, or shall significantly conflict with the purpose, intent, and/or any other material terms or provisions of this Agreement, then such provision shall be deemed severed from this Agreement with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. The invalidity or unenforceability of any one or more of the provisions of this Agreement, or the severance of any provision from this Agreement pursuant to the terms of this Agreement, shall not affect the validity or enforceability of the remaining provisions, and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

**49. Illegal Purposes; Offensive Conduct; Cryptocurrency.** You agree not to use your account for any illegal or fraudulent purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations concerning your account and/or the use of your account. You agree not to use your account to engage in 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. If at any time we suspect any irregular, unauthorized, fraudulent or illegal activity in connection with your account, we may, in our discretion and without limiting or waiving any other rights or remedies available to us, freeze the funds in the account and in other accounts you maintain with us, without any liability to you

and without notice to you (except such notice as may be required by applicable law), pending resolution of the matters, transactions or activity in question. We reserve the right in our sole and absolute discretion to return or to decline to pay any item presented against your account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency, or any other digital currency or money that relies on distributed ledger or blockchain technology, and you agree that we shall have no liability to you whether we decline to pay or whether we pay any such item. You certify that you have legal capacity under applicable law to enter into this Agreement. You further agree not to use your account in any way that may, in our judgment, impute to us or make us appear to endorse conduct or activity that could in any way be considered offensive, harassing, defamatory, privacy invading, abusive, threatening, inflammatory, scandalous, harmful, vulgar, obscene, or otherwise objectionable (e.g., by printing offensive messages or symbols on your checks).

#### **50. Customer Identification.**

(a) **Customer Identification Program.** 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 to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(b) **Beneficial Ownership.** To help the government fight financial crime, you understand and agree that federal regulation requires us to obtain, verify and record information about the Beneficial Owners of Legal Entity Customers. If you are a Legal Entity Customer, you agree to provide us immediately with information and documentation that we request about both your Beneficial Owners and any other person(s) or entity(ies) having any direct or indirect equity interest in you. Further, you certify and confirm that you will notify us immediately – and in no event no later than at the renewal of any Time Deposit or Certificate (as defined in Section II: Time Deposits/ Certificates of Deposit) or any other account – should you have any changes to your Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in you. Should you fail to notify us of any such change, you confirm and certify to us that the Beneficial Owner and other ownership information previously provided is complete, accurate and up-to-date. Nothing in this paragraph shall be construed to obligate us to renew any Time Deposit or Certificate.

“Beneficial Owner” has its meaning set forth in 31 C.F.R. § 1010.230(d) and includes each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of a Legal Entity Customer, as well as a single individual with significant responsibility to control, manage or direct a Legal Entity Customer.

“Legal Entity Customer” has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

#### **51. Telephone Transactions.**

**VRU Service.** Our automated telephone transaction service (“VRU Service”) allows you to check account balances, place stop payment requests, order checks, transfer funds among eligible accounts,

and access other account information using your touchtone telephone and a personal identification number (PIN). You may activate the VRU Service by visiting one of our branches or by calling us at our customer service number **1-800-REGIONS (734-4667)**. By requesting us to activate the VRU Service, you authorize and request the creation and issuance of the PIN, and you agree that the use of the PIN for the authorization and authentication of transactions through the VRU Service constitutes a commercially reasonable security procedure under applicable law. You agree to be bound by and to follow any rules, regulations, and instructional materials or guides we impose or provide from time to time in connection with the VRU Service (whether imposed or provided in writing or orally through the VRU Service). Transactions entered through the VRU Service may not result in an immediate transfer of funds or immediate funds availability because of the time required to process the transaction. Any transaction entered through the VRU Service after 6 p.m. Central Time (or such other times as may be disclosed), or on Saturdays, Sundays, or holidays, may not post to your account until we process the transaction the next business day. To the fullest extent permitted by law, and subject to the provisions of Section V – Electronic Funds Transfer Disclosure to Our Consumer Customers, you agree to be bound by all transactions entered through the VRU Service with your PIN. You agree (a) not to provide your PIN to any person or entity not authorized to use the PIN; (b) not to write your PIN on anything 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 PIN; and (c) to keep the PIN in a safe place and to otherwise protect the PIN from fraudulent or unauthorized use. You also agree to notify us at once if you believe that your PIN has been lost, stolen, obtained by an unauthorized person or used fraudulently, or if you believe that any transaction on your account is in error, or if you believe your account has been or may be subject to any fraudulent or unauthorized use whatsoever. The fastest way to notify us is by calling us toll-free at **1-800-REGIONS (734-4667)**. Subject to notice requirements provided by applicable law, we may cancel, discontinue, suspend, or change the terms of the VRU Service, or expand or reduce the functions thereof, at any time without notice to you.

**Other.** We have no obligation to effect account transactions requested by telephone and without the use of a PIN or other security procedures we require, and you acknowledge and agree that we have no plan or agreement for such transactions. To the extent we allow such transactions, you acknowledge and agree that such transactions are performed solely as an occasional courtesy and accommodation to you, and such transactions are in any event subject to the terms of this Agreement and our operational rules and policies (including, without limitation, our Funds Availability Policy). If you make a telephone request to one of our customer service representatives to effect an account transaction, you agree to provide such verification information as we may require in our discretion. To fullest extent allowed by law, and subject to the other express provisions of this Agreement, you release us from, and agree to indemnify and hold us harmless as to, any and all claims, liability, damages (including, without limitation, incidental and consequential damages), losses, expenses (including without limitation reasonable attorneys' fees), and/or causes of action relating to or arising out of the performance, nonperformance, or erroneous performance of any account transaction request made to any customer service representative by telephone, whether authorized or unauthorized, and whether or not caused, in whole or in part, by our negligence.

**52. Overdraft Protection.** With our consent, certain savings and money market accounts, credit card or line of credit accounts, or other accounts as we may designate or permit from time to time (collectively hereinafter the “designated funding account”) may be established for use in covering overdrafts on most of our checking accounts and/or on other deposit accounts as we may designate from time to time (collectively hereinafter the “protected account”). You authorize us to transfer funds from or make charges to your designated funding account to cover

overdrafts as provided in this section. Subject to the terms, conditions and limitations of this section, if we allow you to use a designated funding account for Overdraft Protection, we will pay any item which constitutes and creates an overdraft in your protected account and we will automatically transfer sufficient funds from your designated funding account (in multiples of the amount designated by us from time to time as transfer increments) to cover the overdraft. If the available credit or balance in your designated funding account is insufficient to cover any overdraft item(s) in your protected account, you accept the risk that we may transfer the maximum amount available in your designated funding account and also return your item(s) unpaid due to insufficient funds or pay the item(s) and create an overdraft in your protected account, and you also accept the risk that we may, in our sole discretion, overdraw your designated funding account in order to provide sufficient funds to cover the overdraft item(s) in your protected account. If (i) more than one item is presented for payment at the same time and (ii) the sum of the items so presented would create an overdraft in your protected account if all of the items were paid and (iii) the available credit or balance in your designated funding account is insufficient to cover the overdraft which would be created by payment of all the items, you agree that we may pay any of the items we choose in any order we choose. We will not be responsible for any loss you may incur due to the transfer of funds, the method used to pay items, the failure to transfer funds, or a mistake in the transfer of funds in connection with an overdraft. You further understand and agree that we are not obligated to link more than one protected account to a designated funding account for the purpose of Overdraft Protection, nor are we obligated to link more than one designated funding account to any protected account. Should you request the linkage of your protected account to a designated funding account, you agree not to use the service until you receive our notice confirming the relationship between the two accounts for the purpose of Overdraft Protection. The notice will contain the account numbers (or truncated account numbers) of the two accounts and will be generated each time you change related accounts or upon termination of the Overdraft Protection service. 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.

You agree to pay our standard transfer fee for Overdraft Protection then in effect for each transfer of funds from a designated funding account to your protected account in connection with any overdraft item presented against your protected account. In the event we decline or are unable, for any reason whatsoever, to make a transfer from your designated funding account and (i) we return an item unpaid due to insufficient funds in your protected account or (ii) in our sole discretion, we pay the item, thereby creating an overdraft in your protected account, you agree to pay our standard overdraft, nonsufficient funds, and/or returned item fee then in effect, subject to the requirements of applicable law. In the event any transfer from your designated funding account is insufficient to cover overdraft items presented against your protected account (including, but not limited to, a transfer of all remaining available funds from your designated funding account) and (i) we return any item(s) unpaid due to insufficient funds or (ii) in our sole discretion, we pay any item(s), thereby creating an overdraft in your protected account, you agree to pay both our standard transfer fee and overdraft, nonsufficient funds, or returned item fee then in effect, as applicable, subject to the requirements of applicable law. In the event we overdraw your designated funding account in order to provide funds to cover any overdraft item(s) in your protected account, you agree to pay both our standard transfer fee and any fees then effect for an overdraft in your designated funding account.

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. In that event, you must contact us if you wish to reestablish the link between your protected account and your designated funding account. If your designated funding account is a deposit account, we may withhold a nominal amount of funds from any transfer in order to prevent the termination of the link between your protected account and designated funding account, but we have no obligation to do so. Without limiting the other terms and conditions of this section, in the event your Overdraft Protection is cancelled or terminated for any reason, you agree that you will thereafter pay our standard overdraft, nonsufficient funds, or returned item fee, as applicable, in effect for each item presented for payment against your protected account which we, in our sole discretion, (i) return unpaid due to insufficient funds or (ii) pay, thereby creating an overdraft in your protected account, subject to the requirements of applicable law.

Your designated funding account may be subject to separate terms and conditions which govern such account, including the transfer of funds out of such account. The terms of this section do not supersede or replace such separate terms and conditions. Credit accounts that may serve as designated funding accounts are subject to credit approval. 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.

**53. Tax Issues.** We make no representation as to the tax consequences relating to any deposit or account covered by this Agreement (including, but not limited to, individual retirement accounts). If you have questions concerning the federal or state tax consequences resulting from your purchase, ownership, use, liquidation, withdrawal, or permitted assignment of your account, you should contact your tax advisor.

**54. Backup Withholding.** Under the federal income tax law, you are subject to certain penalties as well as withholding of tax if: (1) You fail to furnish your certified taxpayer identification number to us each time an account is opened; (2) The Internal Revenue Service notifies us that you furnished an incorrect taxpayer identification number; or (3) We are notified that you are subject to backup withholding under applicable provisions of the Internal Revenue Code.

**55. Special Terms Regarding Electronic Funds Transfers For Non-Consumer Accounts.** If your account is not established primarily for personal, family, or household purposes, you acknowledge and agree that Section V – Electronic Funds Transfer Disclosure to Our Consumer Customers does not apply to your account or to any electronic funds transfers to or from your account. 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, any electronic transactions, 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. 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 and all electronic fund transactions to or from your account, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized electronic fund transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law. You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of electronic

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) and may affect electronic funds transfers or inquiries.

**56. Special Terms For Pass-Through Deposit Insurance Coverage.**

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event we fail. That information can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html). In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You will have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made; further instructions relating to this opportunity will be communicated at a later time.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

## **SECTION II: TIME DEPOSITS/CERTIFICATES OF DEPOSIT**

The terms and conditions contained in this Section II supplement the other terms and provisions of this Agreement and apply to any time deposit accounts ("Time Deposits") and certificates of deposit ("Certificates") that you have with us, including, as applicable, Time Deposits or Certificates purchased for an Individual Retirement Account. Time Deposits and Certificates are further subject to terms and provisions that may be printed on your Time Deposit receipt or Certificate, and you acknowledge and agree that such terms and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions printed on your Time Deposit receipt or Certificate, the terms and

provisions printed on your Time Deposit receipt or Certificate will govern and control.

### **INTEREST ACCRUAL INFORMATION**

Interest will begin to accrue on the business day we receive your deposit. We use the daily balance method to calculate the interest on Time Deposits and Certificates. This method applies a daily periodic rate to the principal in the account each day. Interest is compounded daily for all Time Deposits and Certificates.

### **INTEREST PAYMENT METHOD AND FREQUENCY**

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 Time Deposits or Certificates with terms of 366 days or longer must be paid or credited at least annually. Your interest payment method and frequency are designated on your Time Deposit receipt or Certificate, as applicable, as well as on your Pre-Maturity and Renewal Confirmation Notices.

### **ANNUAL PERCENTAGE YIELD (APY)**

The APY is a percentage rate reflecting the total amount of interest that would be earned on the account based on the interest rate and the frequency of compounding. The APY assumes interest will remain on deposit until maturity. Any withdrawal will reduce earnings. You must maintain a daily balance equal to the amount of your initial deposit or renewal amount to earn the stated interest rate and APY.

### **AUTOMATIC RENEWAL**

For any renewable Time Deposit or Certificate, your deposit will be automatically renewed for the same term as indicated on your Time Deposit receipt or Certificate, as applicable, and at the interest rate established by us for your type of deposit at the time of each renewal, provided that your type of deposit is still a part of our service offering at the time of renewal. If you allow your Time Deposit or Certificate to automatically renew, it will renew on the date your prior deposit matured. Should you wish to prevent the deposit from being renewed, you must contact us in writing at any time before the maturity date but not later than the grace period defined below. If your type of deposit is not a part of our service offering at the time of renewal, we will notify you accordingly, and the funds will be paid to you or deposited into a different type of account pursuant to this Agreement and our disbursement procedures in effect at that time, and/or pursuant to any option we have given you in our notification to you which you have elected.

### **PRE-MATURITY NOTICE**

For Time Deposits or Certificates with terms greater than thirteen (13) days, a notice will be sent prior to maturity indicating the date on which your deposit will mature. If the term of your deposit is thirteen (13) days or less, you will not receive a notice.

### **RENEWAL CONFIRMATION NOTICE**

For Time Deposits or Certificates with terms greater than thirteen (13) days, a notice will be sent after the grace period on your matured deposit has expired, indicating your new interest rate and maturity date. If the term of your deposit is thirteen (13) days or less, you will not receive a notice.

### **GRACE PERIOD**

For seven to thirty-one (7-31) day Time Deposits and Certificates, you may withdraw all or any part of your deposit without penalty not more than one (1) business day after a maturity date, however, no interest from the date of maturity will be paid on any funds withdrawn in this manner. For Time Deposits and Certificates with terms greater than



thirty-one (31) days, you may withdraw all or any part of your deposit without penalty not more than ten (10) calendar days after a maturity date. However, no interest from the date of maturity will be paid on any funds withdrawn in this manner. Any person named on the Time Deposit receipt or Certificate may make withdrawals during a grace period.

#### **NON-AUTOMATICALLY RENEWABLE; FINAL MATURITY NOTICE**

A notice will be sent prior to maturity indicating the date on which your deposit will mature. On that date, the principal and any unpaid interest will be disbursed as indicated on your Time Deposit receipt or Certificate.

#### **EARLY WITHDRAWAL**

Early withdrawal is withdrawing all or part of the principal of any deposit, prior to maturity, except withdrawals during a grace period as defined above. Early withdrawal is also defined as amending the terms of your Time Deposit or Certificate to reduce the maturity period designated on the Time Deposit receipt or Certificate as the "Term." To the fullest extent allowed by law, we reserve the right not to permit any early withdrawal, and we shall have no obligation to agree to an amendment of the terms of your Time Deposit or Certificate. Whether we permit any early withdrawal or agree to amend the terms of your Time Deposit or Certificate shall be within our sole and absolute discretion.

#### **MULTIPLE OWNERSHIP; AVAILABILITY OF FUNDS FOR WITHDRAWAL**

In the event that any Time Deposit or Certificate is owned by two or more depositors, as indicated in our records, we may allow any depositor, acting alone, to withdraw all or any of the Time Deposit or Certificate funds. Our payment of Time Deposit or Certificate funds to any such depositor is a full discharge of our liability to all depositors in the amount of the payment. However, we reserve the right to require, in our sole and absolute discretion, the signature, assent or acknowledgement of all depositors in connection with any withdrawal of funds from a Time Deposit or Certificate that is not made during the grace period. We reserve the right to refuse your request to withdraw the funds in your Time Deposit or Certificate until such time as the funds used to purchase the Time Deposit or Certificate have become collected funds.

#### **EARLY WITHDRAWAL PENALTY**

In the event of any early withdrawal, you must pay the applicable early withdrawal penalty described below, provided that we reserve the right to charge a minimum early withdrawal penalty on any early withdrawal equal to seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal. Withdrawals made during a grace period are not subject to an early withdrawal penalty, and an early withdrawal penalty may not apply to withdrawals made at certain times during the term of your deposit, as provided below. Also, the early withdrawal penalty may be waived in the event of death of any depositor on the Time Deposit or Certificate, or if any depositor is determined to be legally incompetent by a court or other administrative body of competent jurisdiction. With regard to IRA Time Deposits and Certificates, early withdrawal penalties do not apply if the withdrawal reason was due to: death, total and permanent disability, substantially equal periodic payments, seven day revocation (provided that seven day revocation may result in forfeiture of interest earned), excess contribution, divorce or you are aged 59½ or older. Note that early withdrawal of IRA funds may also be subject to other penalties and tax consequences as provided by applicable law.

As applicable, if you receive periodic distributions of interest or if you have not earned enough interest to pay the required early withdrawal penalty, some or all of the penalty may be deducted from the principal amount of your Time Deposit or Certificate. Any early withdrawal penalty will be payable immediately upon withdrawal.

**The following early withdrawal penalties apply to Time**

#### **Deposits and Certificates opened before April 18, 2014, and also apply during renewal terms for such Time Deposits and Certificates that commenced before April 18, 2014:**

1. If the term of your deposit is 31 days or less, you must pay an early withdrawal penalty equal to the total amount of interest that would have been earned on the amount withdrawn had such amount remained on deposit for the entire term of the deposit until maturity. The penalty shall be calculated at the interest rate being paid on your deposit at the time of withdrawal.

2. If the term of your deposit is 32 days to and including 181 days, you must pay an early withdrawal penalty on the amount withdrawn equal to 31 days' simple interest at the interest rate being paid on your deposit at the time of withdrawal.

3. If the term of your deposit is 182 days to and including 364 days, you must pay an early withdrawal penalty on the amount withdrawn equal to 90 days' simple interest at the interest rate being paid on your deposit at the time of withdrawal.

4. If the term of your deposit is 365 days or more, you must pay an early withdrawal penalty on the amount withdrawn equal to 182 days' simple interest at the interest rate being paid on your deposit at the time of withdrawal.

5. For IRA Time Deposits and Certificates, a minimum penalty of \$25 will apply.

#### **The following early withdrawal penalties apply to Time Deposits and Certificates opened on or after April 18, 2014, and also apply during any renewal term for any Time Deposit or Certificate that commenced on or after April 18, 2014:**

1. If the term of your deposit is 31 days or less, you must pay an early withdrawal penalty equal to the total amount of interest that would have been earned on the amount withdrawn had such amount remained on deposit for the entire term of the deposit until maturity. The penalty shall be calculated at the interest rate being paid on your deposit at the time of withdrawal.

2. If the term of your deposit is 32 days to and including 364 days, you must pay an early withdrawal penalty equal to (i) all interest earned on the amount withdrawn as of the date of withdrawal or (ii) 1% of the amount withdrawn, whichever is less. However, we may collect a minimum penalty of seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal.

3. If the term of your deposit is 365 days or more, you must pay an early withdrawal penalty equal to (i) all interest earned on the amount withdrawn as of the date of withdrawal or (ii) 2% of the amount withdrawn, whichever is less. However, we may collect a minimum penalty of seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal. If the original maturity of your deposit is 730 days or more, no early withdrawal penalty will apply to any withdrawals made during the last 31 calendar days of your deposit term, except for withdrawals made within six days after the date of deposit (if we allow additional deposits during such period) and withdrawals made within six days after any previous partial early withdrawal, which withdrawals will be subject to an early withdrawal penalty equal to seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal.

#### **TRANSFERABILITY**

Time Deposits and non-negotiable Certificates are not transferable. This means that you may not transfer the ownership of your Time Deposit or non-negotiable Certificate to anyone without our written consent, which may be granted or withheld in our sole and absolute discretion. Any transfer is not effective until we have given you written consent and note the transfer in our records. Certificates that are negotiable instruments under applicable law are transferable only upon proper endorsement and registration at the Regions location which initially issued the Certificate.

### **NEGOTIABILITY**

Time Deposits are not negotiable. Certificates may be negotiable, subject to the requirements of applicable law, and the balance will be paid to you or any transferee of a negotiable Certificate only upon proper presentment of the Certificate, with all necessary endorsements, to us. Seven to thirty-one (7-31) day Certificates are not negotiable.

### **REPORTING INTEREST EARNED**

The Internal Revenue Service requires us to report interest, on which you may owe income tax, for the calendar year in which it is paid to you. 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. Each year we will furnish you a statement that reflects the interest paid to you during the preceding year. All interest will be reported as having been earned by the person named first on the account.

### **ADDITIONAL DEPOSITS**

For automatically renewable Time Deposits with maturities greater than thirty-one (31) days, you may make additional deposits only during the grace period defined above, with the exception of the 18 Month Variable Rate IRA as described in this Section II. Additional deposits are not allowed on any Certificate or on automatically renewable Time Deposits with maturities of seven to thirty-one (7-31) days. If you have established an 18 Month Variable Rate IRA Time Deposit, additional deposits of not less than \$50 will be accepted. Additional deposits will not extend the maturity date of this deposit.

### **TERMINATION**

If you fail to comply with any terms or conditions of this Agreement, you agree that we may terminate your Time Deposit or Certificate at our discretion, in addition to exercising any other rights or remedies we may have, which we may exercise in our sole and absolute discretion. In this event, we will remit to you any funds held by us, including any interest earned, less any applicable early withdrawal penalties, and we will have no further obligation to you.

### **ADDITIONAL CONDITIONS SPECIFIC TO CERTIFICATES**

Payment of principal and any unpaid interest will be made to you only upon proper presentment of your Certificate.

## **SECTION III: INDIVIDUAL RETIREMENT ACCOUNTS**

The terms and provisions of this Section III supplement the other terms and provisions of this Agreement and apply to any Regions IRA you may have with us. This includes: Traditional IRA, Roth IRA, SEP IRA and Coverdell Education Savings Account. This Section III also applies to deposits covered by this Agreement that are held in qualified retirement plans.

Regions IRAs are further subject to the information and provisions in your Individual Retirement Account and Disclosure Statement, your Roth IRA and Disclosure Statement, your Coverdell Education Savings Account and Disclosure Statement, or your 5305-SA, and on your IRA Deposit Receipt(s) ("Receipt(s)"), and you acknowledge and agree that such information and provisions are part of this Agreement. In the event of a conflict between the terms set forth herein and the terms and provisions of such IRA disclosures statements and/or Receipts, the terms and provisions of such disclosures, statements, and Receipts will govern and control.

### **INTEREST RATE**

The interest rate stated on your Receipt is guaranteed until its original maturity, subject to the exceptions outlined in this Section III.

### **18-MONTH VARIABLE IRA**

The interest rate on this deposit is equal to the discount rate of the new 6-month Treasury bill plus 1/4%. The discount rate of the 6-month Treasury bill is determined by the weekly auction of the Federal Reserve. To this extent, the interest rate and APY earned on this deposit are subject to change weekly and may be deemed variable rates. Fluctuations in the discount rate of the 6-month Treasury bill could cause an interest rate and APY in a subsequent week to be less than the interest rate and APY in an earlier week. This deposit is not available for Roth IRA or Coverdell Education Savings Accounts.

### **MONEY MARKET IRA**

The interest rate on this deposit is set by Regions management in its sole discretion. To this extent, the interest rate and APY earned on this deposit are subject to change daily and may be deemed variable rates.

### **AUTOMATIC RENEWAL OF DEPOSIT**

See Section II of this Agreement for details regarding automatic renewal of your IRA Time Deposit or Certificate. If your deposit is not a part of our service offering at the time of renewal, the funds will be deposited into the Money Market IRA unless we have received different instructions from you in writing.

### **ADDITIONAL DEPOSITS**

You may make additional deposits to your account only during the grace period for Time Deposits or Certificates as defined in Section II except as noted in this Section III.

### **18-MONTH VARIABLE IRA**

Additional deposits of not less than \$50 will be accepted. Additional deposits will not extend the maturity date of the deposit.

### **MONEY MARKET IRA**

Additional deposits of not less than \$25 will be accepted.

### **AUTOMATED DEPOSITS**

Deposits made to your IRA through payroll deduction or telephone banking will be made as "current year" contributions only.

### **INTEREST PAYMENT FREQUENCY**

Unless otherwise requested, interest will be credited to your IRA account quarterly.

### **INTEREST AND PRINCIPAL DISBURSEMENTS/WITHDRAWALS**

All requests to withdraw funds from the IRA must be done in writing. Please refer to the applicable disclosure statement governing your type of account (Traditional, Roth, or Coverdell Education Savings Account) for possible IRS penalties.

Should you elect to receive interest or principal distributions, your payment method and frequency are designated on your IRA Request for Distribution as well as on your Pre-Maturity and Renewal Confirmation notices.

### **PAYMENT METHOD**

Your interest or principal can be deposited directly into your Regions checking or savings account, or paid by cashier's check. You may be charged a cashier's check fee.

### **PAYMENT FREQUENCY**

You may receive your interest or principal monthly, quarterly, semi-annually or annually.

## EARLY WITHDRAWAL PENALTY

You should refer to Section II of this Agreement for applicable terms relating to early withdrawal penalties for IRA Time Deposits or Certificates.

## TERMINATION

You may elect to close your account at any time and withdraw your funds less any applicable withdrawal penalties. Notification to close your account must be done in writing. Furthermore, if you fail to comply with any of the terms and conditions of this Agreement, we may terminate your account and resign as custodian of your IRA (refer to your applicable Disclosure Statement or Receipt), in addition to exercising any other rights or remedies we may have, which we may exercise in our sole and absolute discretion. In this event, we will remit to you or your designated successor custodian any funds held by us, including any interest earned, less any applicable early withdrawal penalties. We will have no further obligation to you.

## TAX CONSEQUENCES

We make no representation as to the tax consequences relating to any individual retirement account covered by this Agreement. If you have questions concerning the federal or state tax consequences resulting from your purchase, ownership, use, liquidation, or withdrawal of your IRA deposit, you should contact your tax advisor.

## SECTION IV: FUNDS AVAILABILITY POLICY

**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 no later than 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 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. 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.

**2. Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$225 of your deposits may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

**3. Special Rules For New Accounts.** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess of the above stated checks over \$5,525 will be available on the seventh (7th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh (7th) business day after the day of your deposit.

**4. Holds On Other Funds (Check Cashing).** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. We have no responsibility for fees assessed by third-parties or for any other amounts claimed due to our delaying the availability of funds in the account.

**5. Holds On Other Funds (Other Accounts).** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited. We have no responsibility for fees assessed by third-parties or for any other amounts claimed due to our delaying the availability of funds in the other account.

**6. Real-Time Electronic Payments.** We may participate in certain electronic payment networks that facilitate instantaneous or real-time settlement of funds transfers. Such funds transfers into your account are immediately available for ATM withdrawal and electronic transaction authorization, and if made to your account before 8 p.m. Central Time on a business day will be available in processing that night to cover items presented against your account during that same business day. Such funds transfers made to your account on a day that is not a business day or after 8 p.m. Central Time on a business day will not be available to cover items in nightly processing until the next business day. You should ask us if you need additional information about funds transfers made through these payment networks.

## SECTION V: ELECTRONIC FUNDS TRANSFER DISCLOSURE TO OUR CONSUMER CUSTOMERS

(THE DISCLOSURES AND TERMS IN THIS SECTION V ARE

APPLICABLE ONLY TO THE EXTENT THAT YOUR ACCOUNT HAS BEEN ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). The EFT Act, subject to certain exceptions and qualifications, covers funds transfers that are initiated through an electronic terminal, telephone, computer or magnetic tape, including automated clearinghouse (ACH) transactions and preauthorized electronic direct deposits and preauthorized electronic payments to third parties to or from your checking account, other transaction accounts or savings account.

Your rights, protection and liabilities 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 that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. You may contract with us for the provision of a specific electronic funds transfer service (for example, by requesting an ATM or CheckCard, or by enrolling for the use of our online or electronic banking services) and receive separate terms and conditions and EFT Act disclosures pertaining to that service. Such separate terms, conditions and disclosures supplement the terms of this Agreement and the following disclosures.

**1. Types Of Available Transfers.** Unless you have separately contracted with us for a different or specific electronic funds transfer service or access device for your account(s), the electronic funds transfers described below generally are the only types of transfers that may be available to you.

(a) **ACH; preauthorized electronic funds transfers.** The following are examples of ACH transactions and/or preauthorized electronic funds transfers:

(i) You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This is known as "electronic check conversion." For instance, assume that you purchase goods from a merchant. You provide the merchant with a voided check which allows the merchant to capture routing, account and serial number information. The transaction is processed electronically through ACH, and your account is debited for the purchase price of the goods.

(ii) You send a check to a merchant who bills you on a periodic basis. The merchant uses the information on the check to process your payment electronically through ACH and your account is debited for the bill.

(iii) You authorize your employer in writing to pay you through direct deposit of your paycheck to your account. You provide your employer with account and routing number information to enable your employer to credit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH, and your account is credited for the amount of your paycheck each payday.

(iv) You give advance written authorization to your telephone company to debit your account electronically each month in the amount of your monthly telephone bill. You provide your telephone company with account and routing number information to enable your telephone company to debit your account. The transfers will take place on a recurring basis, at substantially regular intervals, and will require no further action from you to initiate the transfers. The transfers are processed electronically through ACH,

and your account is debited for the amount of your telephone bill each month.

(b) **Telephone VRU Service.** You may transfer funds among your accounts that are accessible through the VRU Service, our automated telephone funds transfer and account information service. More details about the features and functionality of the VRU Service are provided in Section I of this Agreement.

(c) **Electronic Teller Kiosks and Service Units.** We may from time to time install electronic teller kiosks and service units in our branches and at other various locations. You may use these electronic terminals to get cash from your account, to transfer funds between certain accounts, to check certain account balances and certain transaction histories, to make deposits to your account, to make payments by check or cash to us, and to perform certain other transactions that you might perform in person with the assistance of a teller at one of our branches. Please note that some of these electronic terminals may have limited functionality and may not be able to perform all of the transactions described above. You should verify that the electronic terminal you are using can perform the transaction you require before attempting the transaction.

(d) **Real-Time Electronic Payments.** We may participate in certain electronic payment networks that facilitate instantaneous or real-time settlement of funds transfers. You may from time to time arrange for third parties to make funds transfers to your account through these payment networks, subject to the rules of the payment networks. In order for you to send funds transfers to third parties through these payment networks, you may need to enroll for a separate electronic funds transfer service with us or with the applicable payment network. You should ask us if you need additional information about funds transfers made through these payment networks.

**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.

**3. 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 any electronic terminal (You may need to request and enter into a separate agreement for an ATM card, debit card or check card in order to effect transactions at certain electronic terminals).

(b) **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made.

(c) **Periodic statements.** You will get a monthly account statement for each month in which an electronic funds transfer is made to or from your account. In any case, you will get the statement at least quarterly for each account to which or from which an electronic funds transfer may be made.

**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 by you with the means to access your account, 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 any access device, code, PIN, or other means of electronically accessing your account has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your account (plus your maximum overdraft funding amounts). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone electronically accessed your account 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 access device, code, PIN, or other means of electronically accessing your account, and we can prove we could have stopped someone from electronically accessing your account without your permission if you had told us, you could lose as much as \$500.
- (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.

**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, or other credit account.
- (c) If your funds are being held or frozen or are subject to legal process.
- (d) If the electronic terminal where you are making the transfer does not have enough cash.
- (e) If the electronic 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 access device, code, PIN, or other means of electronically accessing your account has been reported lost or stolen, or has been damaged, or if we have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal.
- (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 this 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. You may obtain a copy of our privacy notice at any time by visiting any of our branches or by visiting our website.

**7. Right To Stop Payment On Preauthorized Transfers And Procedure For Doing So; Right To Receive Notice Of Varying Amounts; And Our Liability For Failure To Stop Payment.**

- (a) **Right to stop payment and procedures for doing so.** If you have directed preauthorized electronic funds transfers from your account, you can stop any of these payments. Here's how: Call us at the number shown below or you can 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.

**8. What Constitutes A Business Day.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**9. In Case Of Billing Errors Or Questions About Your Electronic Transfers.** Telephone us at the telephone number shown below or write us at the address shown below as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent 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 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 to investigate your complaint or question. If we decide to do this, we will credit your account 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 account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account 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.

**10. Telephone Number And Address To Be Notified In Event Of Lost, Stolen Or Compromised Access Device, Or Unauthorized Transfer.** If you believe that your access device, code, PIN, or other means of electronically accessing your account has been lost or stolen, or compromised, or that someone has transferred or may transfer money from your account, without permission, using information from your check or otherwise, you should call the number below or write to the address provided.

**Call toll free 1-800-REGIONS (734-4667)**

**Or write:**

**Regions Electronic Banking Services**

**P.O. Box 830843**

**Birmingham, Alabama 35283-0843**

**11. Fees.** You should refer to our pricing schedule, which is included with other documentation and disclosures we have provided to you in connection with the opening of your account, for information regarding any fees associated with funds transfers covered by the EFT Act. Such fees are subject to change from time to time, and we will provide you with notice of such changes as required by law. The owners/operators of electronic funds transfer systems may charge fees for transactions that are not disclosed in our pricing schedule.

## **SECTION VI: IMPORTANT INFORMATION FOR OUR CONSUMER CUSTOMERS ABOUT SUBSTITUTE CHECKS**

### **What is a substitute check?**

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

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

### **What are my rights regarding substitute checks?**

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

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

recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund plus interest if your account earns interest within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at **1-800-REGIONS (734-4667)**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

NOTES



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