

## AGREEMENT AND DISCLOSURE STATEMENT FOR ELECTRONIC BANKING SERVICES

(Effective beginning October 2011)

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### I. Introduction

Welcome to electronic banking at Regions Bank. This Agreement and Disclosure Statement for Electronic Banking Services (the "Agreement") describes the terms and conditions for the use of our online banking, telephone banking, online bill payment, online account statements, and mobile banking services. You should read this Agreement carefully and keep an electronic or hard copy of it with your other account records. By enrolling for the use of any Service described in this Agreement, or by using or allowing any others to use any Service in relation to any of your accounts or financial products or services, you accept and agree to the terms and conditions of this Agreement as may be in effect from time to time. This Agreement consists of the following sections:

Section I - Introduction provides a general overview of this Agreement and the Services.

Section II - Terms and Definitions defines the meaning of certain words and terms used in this Agreement.

Section III - Online Banking and Telephone Banking provides the terms and conditions for use of the Online Banking Service and the Telephone Banking Service.

Section IV - Online Statements provides the terms and conditions for use of the Online Statements Service.

Section V – Mobile Banking Service provides the terms and conditions for use of the Mobile Banking Service. The Mobile Banking Service is a part the Online Banking Service and is further subject to the special Mobile Banking Service terms set forth in Section V. You must enroll for Online Banking in order to use the Mobile Banking Service.

Section VI – Regions Personal PaySM Service provides the terms and conditions for the Regions Personal Pay electronic person-to-person payment service.

Section VII - Miscellaneous contains miscellaneous terms, conditions, and provisions (INCLUDING AN ARBITRATION AND WAIVER OF JURY TRIAL PROVISION) that are applicable generally to this Agreement and to all Services, products, and relationships contemplated by or arising out of this Agreement.

When you electronically accept the Consent for Electronic Communications and Disclosures (the "E-Sign Consent") and this Agreement at our website, you will be adopting and using an "electronic signature" which will signify your acceptance of and intent to be bound by all terms, conditions, and provisions of the E-Sign Consent and this Agreement. Your electronic acceptance of this Agreement also will also certify that you have provided and will continue to provide true, accurate, current, and complete information about yourself. If you do not electronically accept the E-Sign Consent and this Agreement in accordance with the instructions we provide, you will not be permitted to enroll in or use any of the Services contemplated by 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 WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

## II. Terms and Definitions

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

"Bill Payment" or "Payment" means the remittance of funds, initiated through an applicable Service, from a Designated Funding Account to a Payee.

"Designated Funding Account" means the eligible account(s) you have with us from which you may make Bill Payments. Only your primary Designated Funding Account may be used for Bill Payments in Telephone Banking.

"Due Date" means the date on which your Payment is due to your Payee as reflected in your Payee statement. It is not the late date or grace period.

"Financial Software" means a third party personal financial management application that may be used in connection with the Services and that is obtained by you for use in connection with the Services. The Services do not support all brands and versions of personal financial management applications. You should refer from time to time to the Online Banking section on [www.regions.com](http://www.regions.com) for current information about supported Financial Software.

"Funds Transfer" or "Transfer" means a transfer of funds, initiated through an applicable Service, from one eligible Service Account to another.

"Future Dated Transfer" means a Funds Transfer that will be initiated on a future day depending on your selection of the Transmit Date.

"Future Payment" means a Payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Transmit Date.

"Mobile Banking Service" means the Service within the Online Banking Service whereby you may use your Wireless Device to conduct certain banking transactions and inquiries.

"Online Banking" means the Service we provide under this Agreement whereby you may use your PC (and/or Wireless Device in the context of the Mobile Banking Service) to execute certain transactions and inquiries as described in this Agreement.

"Online Statements" means the electronic versions of your deposit account statements or GPR Card transaction histories, as applicable, that are made available to you through the Online Statements Service described in this Agreement.

"Password" means a personal or secret code or personal identification number (PIN) selected by you or issued to you by us, as the case may be, that will be used to obtain access to the Services. The term

includes any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.

"Payee" means any person or entity to which you direct a Payment through an applicable Service.

"PC" means a personal computer (including, without limitation, any personal data assistant or other wireless computing or access device, or Wireless Device, as the context may require) that meets the requirements for use of the Services.

"Recurring Payment" means a regular Payment that is automatically made during recurring intervals permitted by an applicable Service based on a recurring Transmit Date.

"Same Day Funds Transfer" means a Funds Transfer that will be posted to your account on the same day that you request the funds transfer through an applicable Service, if received by the applicable cutoff time.

"Same Day Payment" means a Payment that will be initiated on the same day that you enter the Payment information through an applicable Service, if received by the applicable cutoff time.

"Service Account" means any account or other financial product or service that you maintain with us and for which you use any function or feature of a Service, including (i) your Designated Funding Account(s), (ii) all other deposit accounts eligible for a Service, (iii) eligible lines of credit from which funds may be transferred to other eligible Service Accounts, (iv) other asset accounts, such as IRAs, which may be funded from other eligible Service Accounts, (v) any eligible general purpose reloadable stored value card we have issued to you ("GPR Card") and (vi) any other eligible account or financial product accessed using an applicable Service. All of these Service Accounts are subject to this Agreement. We reserve the right to determine the eligibility and/or ineligibility of any account or financial product as a Service Account, and the eligibility and/or ineligibility of any Service Account for any Service functionality or transaction, at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law.

"Service" means any product or service we provide to you under this Agreement, including (but not limited to) Online Banking, Telephone Banking, Online Statements, and the Mobile Banking Service, as the context may require.

"Telephone Banking" means the Service we provide under this Agreement whereby you may use your touchtone telephone to execute certain transactions and inquiries as described in this Agreement. Telephone Banking is a separate and distinct Service from the Mobile Banking Service.

"Transmit Date" means (i) with respect to Bill Payments, the date on which the Bill Payment is to be initiated for remittance to the Payee and (ii) with respect to Fund Transfers, the date on which the Funds Transfer is to be initiated for processing.

"User's Guide" means any instructional materials or information (as amended from time to time) provided in connection with the Services.

"We," "us" and "our" means or refers to, as the context may require, Regions Bank or any affiliate of Regions Financial Corporation with which you have established one or more Service Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Agreement, such terms additionally include any parent, subsidiary, or affiliate of Regions Bank, and any employees, officers, directors, agents and/or representatives of Regions Bank or of Regions Bank's parents, subsidiaries, or affiliates.

"Wireless Device" means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with the Mobile Banking Service.

"You," "your" and "yours" means or refers to (i) each and every person who now or hereafter is an account holder or owner with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses the Services.

Other definitions may appear elsewhere within this Agreement.



### III. Online Banking and Telephone Banking

1. Electronic Banking Transactions. You may use Online Banking or Telephone Banking to perform the following transactions with your PC or touchtone telephone, as applicable:

- o Make Payments to a Payee from your Designated Funding Account(s);
- o Review past or scheduled Payments from your Designated Funding Account(s);
- o Order Funds Transfers among eligible Service Accounts;
- o Order Funds Transfers from eligible Service Accounts to certain loan accounts accessible through the Service;
- o Perform balance inquiries with respect to Service Accounts accessible through the Service;
- o Use your PC to view account activity within each Service Account accessible through our Online Banking;
- o Use your PC to communicate directly with us via electronic messaging; and
- o Request advances from eligible loan accounts accessible through the Service to your eligible Service Accounts.

We may from time to time enhance or expand the Service by providing additional features, functionality, and transaction capability. Any such enhancements or expansions will be subject to the terms and conditions of this Agreement. User's Guides may provide additional details and information regarding the functionality of the Service.

2. Limitations. Your use of the Service is subject to the following limitations:

Electronic Devices. Because of technical limitations, you may not be able to perform certain Service transactions, including, but not limited to, Bill Payments, with a wireless computing or access device (e.g., personal data assistants, cell phones, Wireless Devices, etc.). Also, certain transactions and services available through Online Banking may not be available through the use Telephone Banking, and vice versa.

Foreign Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service. Also prohibited are Payments that must be classified international automated clearing house transactions (IATs) under the rules of the National Automated Clearing House Association (NACHA). An IAT is defined generally as a payment that has been funded internationally or is being sent to another country and a part of the transaction will be processed via the automated clearing house network. The automated clearing house network is frequently used in processing of Payment transactions. You agree not to use the Service to initiate or participate in an IAT. It is your responsibility to determine whether any Payment you intend initiate would be an IAT and to comply with your obligation not to use the Service in connection with such a transaction. More information about IATs and NACHA's rules for IATs is available at <http://www.nacha.org>.

Financial Software. Different Financial Software may have different capabilities and features, and the use of the Services may be limited or affected depending on the capabilities of the Financial Software that you use. Refer to the user manual for your Financial Software, or call us at the telephone numbers(s) provided in the "Errors or Questions" section of this Agreement for more information.

Other. Your use of the Service is subject to the following additional limitations:

a. You acknowledge and agree that any payment of alimony, child-support, taxes, or other court-directed or governmental payments, fines, or penalties or any payment to settle a securities transaction through the Service is prohibited, and you agree not to make or attempt to make any such Payments. We may process or refuse to process any such Payments in our sole and absolute discretion. To the fullest extent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Payments. You release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Payments through the Service, whether such claims, liabilities, and/or damages arise (or would arise) under this Agreement or otherwise.

b. You may not make a Payment in any currency other than U.S. dollars.

c. You are not permitted in any statement cycle or calendar month, whichever period is shorter, to make more than six transfers or withdrawals from a savings or money market account to another account you have with us or to a third party by means of preauthorized or automatic transfers, or by means of telephonic (including data transmission) agreement, order or instruction, or by means of personal computer (including online banking and bill payment services), or by means of draft, check,

card, or similar order to a third party (to the extent permitted by the account). Reminder: Each Payment transaction transmitted from a money market account or other limited transaction account will count toward such account's transaction limitation during the statement period. In any event, we may not permit Payments to be made from limited transaction accounts.

d. Funds transferred from Service Accounts to loan accounts accessible through the Service will be applied to such loan accounts according to the terms and agreements of the loan accounts.

e. For security reasons, we may from time to time impose other limits or restrictions on the number and dollar amount or types of transfers or transactions that you can make using the Service. Also, there may be additional limitations described throughout this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. You agree to abide by and be bound by all applicable limitations. Applicable User's Guides may provide additional information regarding limitations and restrictions.

### 3. Your Payee List.

a. Payee Information. You must provide sufficient information about each Payee, as we may request from time to time, to properly direct a Payment to that Payee and permit the Payee to identify the correct account to credit with your Payment. This information may include, among other items, the name and address of the Payee and your Payee account number. You are responsible for ensuring that the Payee information you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete Payee information furnished or entered into the Service application by you. You may add or delete Payees or change information with respect to Payees using Online Banking or by calling us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement. You must allow five (5) business days after your additions, deletions, and changes are communicated to us before these additions, deletions, or changes become effective. We reserve the right, in our sole discretion, to categorize Payees and to determine at any time the category into which any Payee falls (for example, Payees may be categorized as "individual Payees" and/or "business Payees"), and to process Payments and other transactions differently for different categories of Payees. From time to time we may set or change the number of Payees you may designate to receive Payments through the Service. Additionally, to the fullest extent permitted by law, we reserve the right to refuse to pay any Payee to whom you may direct a Payment. We will notify you in the event we decide to refuse to pay a Payee designated by you; however, we may not notify you if you attempt to make a Payment prohibited under this Agreement.

b. Telephone Banking. If you use Telephone Banking, we will send you a Telephone Banking Payee list for use when making telephone payments and transfers. The Telephone Banking Payee list will show the telephone number you must call in order to initiate Telephone Banking transactions, your customer identification number (which must be entered in addition to any other Password that you use to login to Telephone Banking), the account numbers you have provided us for use in connection with telephone Banking, and the codes we have assigned to each Payee and/or Service Account for which you will initiate Payment and Transfer transactions through Telephone Banking. If you have authorized us to make preauthorized fixed payments or transfers for you, the Payee list also will show the amount of each such payment or transfer and when and how long such payments or transfers will be made.

4. Scheduling Payments. To electronically schedule a Payment using your PC, you will need to follow the instructions available in the Getting Started Guides available on [www.regions.com](http://www.regions.com).

To electronically schedule a Payment using your touchtone telephone, you must (i) call and login to Telephone Banking (ii) enter the Payee code (iii) enter your primary Designated Funding Account (only this account may be used for Bill Payments in Telephone Banking application) (iv) enter the amount of your Payment; (v) enter the Transmit Date you desire for the Payment; and (vi) otherwise follow any User's Guide instructions provided by the Service.

Any Payments made using the Service require sufficient time for the Payee to credit your account properly. To avoid incurring a finance charge or any other charge, you should schedule your Payment to arrive in advance of the Due Date indicated on your bill. Specific date and timing requirements and recommendations are discussed elsewhere in this Agreement. You release us from all liabilities, claims, defenses, and rights that you may have or assert against any Payee arising out of any transaction between you and such Payee the payment (or any part thereof) for which is made or attempted by or through the Service.

5. Scheduling Delivery of Your Payments. We reserve the right to debit your Designated Funding Account in the amount of the requested Payment on the Transmit Date or any time thereafter. We may, at our discretion, remit your Payments by mailing your Payee a check drawn on your Designated Funding Account (or an account we maintain for this purpose), by electronic funds transfer, or by other means. If we elect to remit a Payment by check, you authorize us to execute checks drawn on your Designated Funding Account for the purpose of making Payments to your Payees initiated through the Service notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future. Based on the time required to transmit your Payment to your Payees, the Payees generally will not

receive Payment on the Transmit Date. This applies regardless of whether the Payment is a Same Day Payment, a Future Payment, or a Recurring Payment (if applicable), all as described herein. Therefore, in order to provide sufficient time for Payments to be received by your Payees, we recommend that you allow for a period of at least five (5) business days, or two (2) business days in the case of Payments that may be remitted electronically, between the Transmit Date and the Due Date for each Payment. Additional time may be required for a Payment to be completed the first time you send a Payment to a Payee through the Service. This additional amount of time allows the Payee to adjust to the new form of payment.

6. Same Day Payment. A Same Day Payment must be entered by 8:00 p.m. Central Time on a business day in order for the Payment to be initiated on the same day. If you enter the Payment after 8:00 p.m. Central Time, the Transmit Date for the Payment will be the next business day. Please note that a Payee will not receive payment on the day that you enter a Same Day Payment due to the time that it takes to transmit the Payment.

7. Future Payment. The Service may restrict the number of Future Payments allowed for a particular Payee. Also, a non-recurring Future Payment may not be scheduled more than one year in advance. If the Transmit Date for a Future Payment falls on a day other than a business day or on a day that does not exist (e.g., February 30), then the Transmit Date for the Future Payment will be rescheduled on the next following business day. For example, if you enter a Future Payment that results in a Transmit Date of August 5th, and August 5th is a Saturday, then the Transmit Date for that Future Payment would be rescheduled on August 7th (provided that August 7th is a business day). Please note that the Payment Guarantee described below does not apply to a Future Payment if there are not at least five (5) business days, or two (2) business days in the case of Payments that may be remitted electronically, between the Transmit Date and the Due Date.

8. Recurring Payment. If the Transmit Date for any Recurring Payment falls on a day other than a business day or is a day that does not exist for the specified recurring period, then the Transmit Date for that Recurring Payment will be rescheduled on the next following business day of the specified period. For example, if the 5th day of each month is normally the Transmit Date for a Recurring Payment, and in one month during the recurring period the 5th falls on a Saturday, then the Transmit Date for the Recurring Payment to be made for that month would be the 7th day of the month (provided that the 7th is a business day). Differences in the days of the week may reduce the number of business days between your scheduled Transmit Date and your Due Date in any specified recurring period. In order to ensure that your Recurring Payments always allow at least five (5) business days between the Transmit Date and the Due Date, we recommend that you schedule the Transmit Date for each Recurring Payment to be at least ten (10) calendar days prior to your Due Date. Please note that the Payment Guarantee described below does not apply to a Recurring Payment if, for that specific Payment, there are not at

least five (5) business days, or two (2) business days in the case of Payments that may be remitted electronically, between the Transmit Date and the Due Date.

#### 9. Canceling or Changing Payments.

a. Using the Service. You may use Online Banking or Telephone Banking to electronically change any scheduled Payment or electronically cancel a Payment by following the directions in the applicable Service application. Payments that you have scheduled, including Future Payments and Recurring Payments, may be canceled, changed, or rescheduled in this manner any time prior to 8:00 p.m. Central Time on the Transmit Date. Please note that the Service may offer you certain real-time payment and/or transfer options that may post transactions to your account immediately. You may not be able to change or cancel transactions that have been submitted using these payment and/or transfer options. Please refer to applicable User's Guides for additional information on these options.

b. Other. You may request us to stop any Payment you have initiated through the Service by calling or writing to us at the address and telephone number identified in the "Errors or Questions" section of this Agreement; however, subject to the requirements of applicable law and other express terms and provisions of this Agreement, we shall have no obligation to stop payment on any Payment that has been initiated through the Service. If you request us to assist you in canceling, stopping, or obtaining a refund of any Payment initiated through the Service, you agree that any such request will be given in a manner that affords us a reasonable opportunity to act upon the request, and you agree that we may charge you, and you agree to pay, the fee applicable to stopping payment on a check, as listed from time to time in our fee schedule for deposit accounts. If you use the Service primarily for personal, family, or household use, other procedures and rights for stopping payment on transactions may be available to you as disclosed elsewhere in this Agreement.

10. Returned Payments. In using the Service, you understand that Payees and/or the United States Postal Service may return Payments to the Service for various reasons such as, but not limited to, Payee's forwarding address has expired, the Payee account number is not valid, the Payee is unable to locate the account, or the Payee account is paid in full. In the event a Payment is returned, you authorize us either to research and correct the returned Payment and resubmit it to your Payee or to void the Payment and credit the amount of the Payment to your Designated Funding Account, in our discretion.

11. Stale-Dated Checks. Paper checks that are issued to Payees are subject to become void after a reasonable amount of time has lapsed. We shall have the right, at our option and without notice to you, to pay or not pay any such check that is not presented to us for payment within 120 days after the issue

date on the check. After a check has become stale-dated, the amount of the check will be credited back to your account from which the funds were drawn and the check will become void.

12. Reviewing Payments. The Service automatically stores records of past Payments and Payments scheduled for the future. The number of records that will be stored for any particular time period will vary at our discretion.

13. Account Inquiries. You may use the Service to determine the balance and recent activity in Service Accounts. Any balance or recent activity provided through the Service will include a date as of when the balance is current. The balance or recent activity provided through the Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may not include deposits in process, outstanding checks, or other withdrawals, payments, or charges.

14. Fund Transfers. You may use the Service to transfer funds among eligible Service Accounts. To electronically schedule a Funds Transfer using Online Banking, you will need to follow the instructions available in the Getting Started Guides on [www.regions.com](http://www.regions.com). To electronically schedule a Funds Transfer using Telephone Banking, you must: (i) call and login to Telephone Banking; (ii) select the Service Accounts which will be debited/credited in connection with the transaction; (iii) enter the amount of the Funds Transfer; (iv) enter the Transmit Date you desire for the Funds Transfer; and (v) otherwise follow any User's Guide instructions provided by the Telephone Banking. A Same Day Funds Transfer must be entered by **8:00 p.m.** Central Time on a business day in order for the transfer to be posted to your account on the same day. A Future Dated Transfer may be scheduled as a one time request or a recurring request based on the instructions entered with the request. Future Dated Transfers will be initiated on the Transmit Date requested, not on the date you enter the transaction into the Service application. Future Dated Transfers will transmit on any day, including holidays, weekends, and non-business days. For example, if you entered a Future Dated Transfer that results in a Transmit Date of August 5th, and August 5th is a Saturday, then the transfer will be initiated on Saturday, August 5th. A Funds Transfer request (whether it is a Same Day Funds Transfer or a Future Dated Transfer) may not result in an immediate transfer of funds or immediate funds availability because of the time required to process the transaction. Please note, however, that the Service may offer you certain real-time Funds Transfer capability that may post transactions to your account immediately. You may not be able to change or cancel transactions that have been submitted using these real-time options (you may, however, initiate a new Funds Transfer to reverse the original transaction). Please refer to applicable User's Guides for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Service at any time prior to the Transmit Date.

15. **Deposit Only Account.** If offered as part of the Service, you may designate through the Service an account maintained with us by another person for the purpose of making deposits to that account from funds in your eligible Service Accounts. You may do so on a one-time or recurring basis. Transfers from your eligible Service Accounts to third party accounts will be made in the same manner as Transfers among your Service Accounts. We reserve the right to determine the eligibility and/or ineligibility of any third party account for this service at any time and from time to time, in our sole and absolute discretion and without notice to you. This service is restricted to deposit Transfers only. You will not be able to otherwise access or view a third party account for any reason. We may offer the deposit only account option at our discretion, and the terms of this section are applicable only if we offer this option as part of the Service.

16. **Business Days (Service Hours).** Our business days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included. Payment transactions may be initiated only on business days; however, the Service is available 24 hours a day, seven days a week (with the exception of maintenance periods) for the scheduling, modification, or review of Payment transactions, for balance inquiries, and for other Service functions and transactions.

17. **Authorization.** You agree that the methods and procedures for the authorization and authentication of Service transactions described in and contemplated by this Agreement constitute commercially reasonable security procedures under applicable law. Subject to the requirements of applicable law and other express terms and provisions of this Agreement, you are responsible for all Service Account transactions initiated or made through the Service. Without limiting the scope of the preceding sentence, if you allow any other person to use your Password or the Service, you will have authorized that person to access your Service Accounts and you are responsible for all transactions that person initiates or authorizes in connection with the Service Accounts. You agree to notify us immediately as provided in the "Errors or Questions" section of this Agreement if you believe that your Password has been lost or stolen or that any Service Account has been or may be accessed without your authorization. Telephoning is the best method for limiting your potential losses. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Service Accounts.

18. **Payment Guarantee.** Subject to the limitations, terms and conditions of this Agreement and any applicable User's Guide, we will reimburse you for any late payment fees or penalties you are required to pay, up to a maximum of \$50.00 per scheduled Payment, as a result of the failure of a Payee to receive a Payment made through the Service by the Due Date if you meet each of the following conditions:



- o Sufficient collected funds must be on deposit in the applicable Service Account to cover the amount of the Payment.

- o You must properly schedule the Transmit Date so that there will be a period of at least five (5) business days, or two (2) business days in the case of Payments that may be remitted electronically, between the Transmit Date and the Due Date (the online banking application will ordinarily indicate whether a Payment will be sent by check or electronically). Please refer to other sections of this Agreement and applicable User's Guides for scheduling instructions and recommendations for Same Day Payments, Future Payments and Recurring Payments.

- o The Payee must be a business.

- o The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date.

- o You must otherwise comply with the terms and conditions of this Agreement.

19. Verification. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with your application for the Service or the Service Account, and to request reports from credit bureaus and consumer reporting agencies for such purpose. You also agree that we may obtain information regarding your Payee account in order to facilitate proper handling and crediting of your Payments.

20. Overdraft. You agree not to use or attempt to use the Service to overdraw any Service Account, to exceed your limit on any credit account, or to engage in any transaction that is not specifically authorized and permitted. Such use or attempted use may result in the immediate cancellation of the Service and the Service Accounts, and may expose you to possible legal action. We may honor instructions to initiate transactions on the same business day (whether received through the Service, ATM or point-of-sale (POS) terminals, checks or other means) in any order we determine, even if honoring a particular item or instruction results in an insufficient balance in the Service Account to honor other instructions that otherwise could have been honored. If there are insufficient funds in the Service Account to complete the transaction you have initiated, we may either refuse to honor the request or complete the transaction and thereby overdraw the Service Account in our discretion. In either event, you are responsible for any insufficient funds or overdraft charges that we may impose, subject to the requirements of applicable law.

21. Special Provisions for Non-Consumer Users of Online Banking and Telephone Banking. The terms and provisions of this section are applicable to you to the extent that you are a non-consumer user of the Online Banking or Telephone Banking. Such terms and provisions do not apply to you to the extent

that the Service is used by you, or the applicable Service Account has been established by you, primarily for personal, family, or household purposes. In the event that the following terms and provisions conflict or are inconsistent with any of the other terms and provisions of this Agreement, the following terms and provisions shall govern and control the conflict or inconsistency with respect to non-consumer use of the Service.

a. **Transmission of Information; Unauthorized Use.** You agree that we may transmit confidential information, including (without limitation) Password confirmations, to the current address shown in our records for any of your Service Accounts, or to the e-mail address you have provided in connection with your use of the Service, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. In addition to any other security precautions set forth in this Agreement, you agree to keep your Password secure and strictly confidential, providing it only to authorized signers on your Service Account or other trusted employees, agents, and/or persons whom you want to act as your representative to access your Service Account, and to instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person. By using the Service (or permitting others to use the Service) 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 transactions performed through the Service, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry with respect to your Service Account(s) made through the Service.

b. **Examining Records and Reporting Discrepancies.** You agree to examine your periodic account statements promptly, and to promptly and regularly review transaction information available through the Service, and to notify us immediately of any discrepancy between the statements or Service information and your other account records. You should notify us of discrepancies as provided in the "Errors or Questions" section of this Agreement. You agree that in no event will we be liable to you under this agreement in performing, failing to perform, or erroneously performing the transactions described in this Agreement. You also agree that in no event will we be liable for special, indirect, consequential damages, or for any other damages whatsoever, including but not limited to, lost profits or attorneys fees. The provisions of this section are not intended to affect and are subject to the express terms and conditions set forth in the "Payment Guarantee" section of this Agreement.

c. **Consumer Protection Inapplicable.** You acknowledge, represent and warrant that all Service Accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes and that your use of the Service is not primarily for personal,

family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any Service transactions affecting your Service Accounts.

d. Limitations and Restrictions; Disclosure of Account Information. You agree that we, in our discretion, may impose limitations and restrictions on the number, frequency, and dollar amount of Service 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 Service Accounts. You agree that we may disclose any information about your Service Accounts to third parties as we deem necessary or convenient for the processing of Service transactions.

## 22. Electronic Fund Transfer Disclosure to Consumers

(THE DISCLOSURES AND TERMS IN THIS SECTION ARE

APPLICABLE TO YOU ONLY TO THE EXTENT THAT YOUR USE OF THE SERVICE AND/OR YOUR APPLICABLE SERVICE ACCOUNTS ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO YOU TO THE EXTENT YOUR USE OF THE SERVICE IS FOR NON-CONSUMER PURPOSES AND/OR TO THE EXTENT YOU USE THE SERVICE IN CONNECTION WITH A GPR CARD. IF YOU ARE A GPR CARD CUSTOMER, PLEASE REFER TO YOUR GPR CARD TERMS AND CONDITIONS.)

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act (EFT Act). These include certain transactions made through Online Banking and Telephone Banking. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your accounts.

### a. Types of Available Transfers and Limits on Transfers

(i) Telephone and PC Transactions. The Service allows you to use your telephone or PC, as applicable, to make Payments to Payees from your eligible designated Service Account(s), to transfer funds between eligible designated Service Accounts, and to review account activity and balance information for eligible designated Service Accounts. These transactions and other services available through the Service are described in detail in Section III of this Agreement and in other parts of this Agreement.

(ii) Person-to-Person Payments. If you have an eligible Service Account enrolled in the Online Banking Service, electronic person-to-person payments may be made to or from that account through the Regions Personal Pay Service. These transactions are described in detail in Section VI of this Agreement, in the Regions Personal Pay Service Addendum to this Agreement, and in other parts of this Agreement.

(iii) Limitations on Dollar Amounts and Frequency of Transfers. Limitations apply to transfers and transactions that may be made through the Service. These limitations are described in detail in Section III of this Agreement and in other parts of this Agreement.

b. Right to Receive Documentation of Transfers. All of your transactions completed through the Service will appear on your periodic deposit account statement. You will receive a periodic account statement each month for each deposit account from which or into which a transaction through the Service has been completed during the month. For all other deposit accounts, you will receive a periodic statement at least quarterly, or as required by applicable law or the terms of the respective deposit agreements governing such accounts. The periodic statement will include a description of the transactions completed through the Service. The Payee name (including the Payee code, as applicable), Payment amount, and transaction date will be reflected for each Payment made through the Service.

c. Disclosures of Charges for Transfers or Right to Make Transfers. Fees and charges associated with the use of the Service are disclosed in the disclosure provided to you with the account at the time of opening and in fee schedules and disclosures that have been provided to you in connection with your account. Fees are subject to change. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our branches for current information about applicable fees. Any charges associated with the use of the Service are in addition to all service charges and fees applicable to and contained from time to time in our disclosures related to your account and/or other services related to your account.

d. Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting. An unauthorized transfer means a transfer from your account that is initiated by another person without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer

that is initiated by a person who was furnished with the Password by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

(i) Tell us AT ONCE by contacting us as provided in the "Errors or Questions" section of this Agreement if you believe your Password or any other device for accessing your account through the Service has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all your money in your account (plus your maximum overdraft or margin line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Password or other means of account access without your permission.

(ii) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password or other device for account access, and we can prove we could have stopped someone from using your Password or other access device without your permission if you had told us, you could lose as much as \$500.00.

(iii) 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.

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

e. Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Service Account on time or in the correct amount according to the terms of this Agreement and any User's Guide, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- o Through no fault of ours, you do not have sufficient collected funds in the Service Account to complete the transaction;

- o The transaction would exceed the credit limit on any overdraft line of credit linked to the Service Account;

- o Your telephone, PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;

- o The Service is not working properly and you were aware of the malfunction when you initiated the transaction;

o You do not properly follow the User's Guide and all other instructional materials provided in connection with the Service;

o You do not authorize a Payment within a sufficient period of time for your Payment to be received by the Payee by the Due Date;

o You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;

o A Payee mishandles or delays the handling of Payments sent by us;

o Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;

o Your Password or any other account access device has been reported lost or stolen;

o We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;

o You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or Service Account;

o Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;

o Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;

o Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;

o Your Service Account is presumed abandoned under applicable law, or we consider your Service Account to be dormant or inactive under our policies and procedures; or

o 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 in other agreements we have with you, or otherwise provided by applicable law.

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

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

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

h. Stopping Preauthorized Payments. You may stop Recurring Payments (and any other "preauthorized electronic fund transfer" as defined by Federal Reserve Board Regulation E) by calling or writing to us at the address and telephone number identified in the "Errors or Questions" section of this Agreement. We must receive your request three (3) business days or more before the payment is to be made. If you call, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after you call. If we require you to put your request in writing and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any Recurring Payment (or other "preauthorized electronic fund transfer") that is to be made after that fourteen (14) day period. We will be liable for your actual losses and damages (if any) if we fail to stop a Recurring Payment (or other "preauthorized electronic fund transfer") following a timely order by you.

i. In Case of Billing Errors or Questions about Your Electronic Transfers. If you think that your statement is wrong or you need more information about a transaction listed on your statement, contact us as soon as you can as provided in the "Errors or Questions" section of this Agreement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- o Tell us your name and the Service Account number.

- o Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

- o Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days (twenty (20) business days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### IV. Online Statements

1. General Service Description. The Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your PC and/or print at your convenience. The Online Statements Service also may include the delivery to you of electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our annual privacy notice ("Other Statement Material").

2. Accounts Covered by the Online Statements Service. As used in this Agreement, the term "Online Statements Account" means any Service Account which is enrolled in or otherwise eligible for the Online



Statements Service, and the term "Online Statement" means any periodic statement or transaction history we provide for an Online Statement Account in connection with the Online Statements Service. You acknowledge and agree that we may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account. Subject to the terms of this Agreement, when you initially enroll in Online Banking we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in Online Banking. If we do not automatically activate the Service for such accounts, then you must activate the Service in the Online Banking application if you wish to use the Online Statements Service in connection with such accounts. Upon activation of the Online Statements Service for an Online Statements Account, any mailed, paper statements (including any cancelled checks or check images, as applicable) that you were receiving for that account will be discontinued, and all subsequent periodic statements for the account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so, as well as provide electronic versions of the statements for approximately one (1) month following activation of the Online Statements Service. In our discretion, we may also furnish you with electronic versions of Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement. If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect.

3. Accessing Online Statements and Other Statement Material. We will post the periodic Online Statements for your Online Statements Account at our Online Banking website. In order to access the Online Statements, you must login to Online Banking at our website with your username and Password and click on the "Online Statements" link. You will need a currently supported version of Adobe® Acrobat® Reader® to view, print, and/or save your Online Statements (you also may need such software to view, print, and/or save Other Statement Material). A link to the Adobe® website will be provided if you need to download the Adobe® software. An Online Statement for any given period may be accessed electronically at our Online Banking website for approximately eighteen (18) months following its initial posting. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your Online Statements for your records. In the event that your Online Statements are removed from our Online Banking website before you save or print and retain a copy, or in the event that the Online Statements Service is terminated by you or us before you save or print and retain a copy of your Online Statements, you may request your local bank branch to provide paper replacement copies of your statements, but you shall be subject to applicable fees for these copies. Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements as they are posted at our Online Banking website without any notification to do so from us. However, we may send an electronic notification to the e-mail address you have provided to us for use in connection with Online Banking, or otherwise furnish you with such

notification when Online Statements are available at our Online Banking website. We may at any time provide you with Online Statements via e-mail transmitted to the e-mail address you have provided to us for use in connection Online Banking instead of posting the Online Statements at our Online Banking website. If we elect to deliver Other Statement Material to you electronically, we will send an electronic notification to the e-mail address you have provided to us for use in connection with Online Banking or otherwise furnish you with such notification as may be permitted or required by applicable law (including, without limitation, by posting Other Statement Material at our Online Banking website without transmitting any separate notification to you). Such notification will include electronic attachments of the Other Statement Material, and/or instructions or links for accessing the Other Statement Material, and/or pop-ups or other displays of the Other Statement Material at our Online Banking website or another website. You agree to periodically visit our Online Banking website in order to link to and/or read and review any Other Statement Material that may be posted. Whether we post Online Statements and Other Statement Material at our website or transmit them to you as e-mail attachments, you agree that you will notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material that we have made available to you. You may notify us by calling us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement during our normal business hours.

4. Review of Online Statements. The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Online Statements. You agree that you will not alter any information in any Online Statement or Other Statement Material, and you agree that our record of any Online Statement or Other Statement Material is the best evidence of the information set forth in such Online Statement or Other Statement Material, as applicable.

5. Further Action. The Online Banking system generally is designed to automatically activate Online Statements for all of your existing Online Statements Accounts upon your enrollment in Online Banking and your electronic acceptance of this Agreement. However, technical limitations and specific customer circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements Accounts. We therefore may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time. We reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

6. Service Condition. We reserve the right to require your use of the Online Statements Service as a condition for your continued enrollment in and use of Online Banking. If we exercise this right, any termination of the Online Statements Service may result in termination of Online Banking. If you are a

consumer, please refer to the E-Sign Consent for other terms and conditions regarding the withdrawal of consent for electronic disclosures.

## V. Mobile Banking Service

1. **Description of Service.** The Mobile Banking Service is a personal financial information management service that allows you use a Wireless Device to access available Service Account information, make payments to Payees who have previously been created through the Online Banking Service, and make such other transactions as are described in the Mobile Banking tab at our Online Banking website. In order to use the Mobile Banking Service, you must first enroll for, and maintain enrollment in, the Online Banking Service, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of the Mobile Banking Service. Such terms, provisions, and conditions constitute a part of the Mobile Banking Service terms and the Agreement. When you ask us to activate the Mobile Banking Service, and each time you use or allow others to use the Mobile Banking Service, you confirm your agreement to abide and be bound by the terms and conditions of the Mobile Banking Service as in effect at that time.

2. **Use of the Mobile Banking Service.** When you enroll for the Mobile Banking Service, designated available Service Accounts and Payees linked to you through the Online Banking Service will be accessible through the Mobile Banking Service. The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Mobile Banking Service before you actually do so, and then that you always use the Mobile Banking Service in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking Service software. We may change or upgrade the Mobile Banking Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Mobile Banking Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Wireless Device. We reserve the right to modify the scope of the Mobile Banking Service at any time. We reserve the right to refuse to make any transaction you request through the Mobile Banking Service. You agree and understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming. The most up-to-date list of services which you may be able to access through the Mobile Banking Service is posted under the Mobile Banking tab of our Online Banking website.

3. Relationship to Other Agreements. You agree that when you use the Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to the Online Banking Service) and that the terms of the Mobile Banking Service do not amend or supersede any of those agreements, except as expressly provided in this Section V of the Agreement. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remain in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Mobile Banking Service Software, receiving or sending Mobile Banking Service text messages, or other use of your Wireless Device when using the Mobile Banking Service software or other products and services provided through the Mobile Banking Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.

4. Software License Agreement. Subject to your compliance with the terms of the Mobile Banking Service and the terms of the Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Mobile Banking Service software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service software from your Wireless Device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

5. Additional Usage Obligations. When you use the Mobile Banking Service to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

a) Account Ownership/Accurate Information. You represent that you are the legal owner of the Service Accounts and other financial information which may be accessed through the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile

Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

b) Proprietary Rights. You are permitted to use content delivered to you through the Mobile Banking Service only in connection with your proper use of the Mobile Banking Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking Service technology, including, but not limited to, any Mobile Banking Service software or other mobile phone applications associated with the Mobile Banking Service.

c) User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Banking Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Mobile Banking Service, (ix) interfere with or disrupt the use of the Mobile Banking Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.

d) No Commercial Use or Re-Sale. You agree that the Mobile Banking Service is for personal use only. You agree not to resell or make commercial use of the Mobile Banking Service.

e) Indemnification. Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Mobile Banking Service, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

6. Charges for the Service. You agree to pay for the Mobile Banking Service in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with your use of the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

#### 7. Mobile Banking Service Limitations.

a) Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Mobile Banking Service. These difficulties may result in loss of data, personalization settings or other Mobile Banking Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service.

b) Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.

c) You agree to exercise caution when utilizing the Mobile Banking Service application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

d) Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Mobile Banking Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through the Online Banking Service may not be available using the Mobile Banking Service.

e) The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Mobile Banking Service. You are responsible for periodically referring to our

website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Mobile Banking Service.

8. Changes or Cancellation. You may cancel your participation in the Mobile Banking Service by calling us at 1-800-4PC BANK (800-472-2265). We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your non-use of the Mobile Banking Service. Termination of the Online Banking Service will result in the termination of the Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Banking Service. No cancellation of the Mobile Banking Service shall relieve you of your obligations which are accrued and owing as of the time of such cancellation, or your obligations which expressly or by implication survive cancellation, and you agree that all of such obligations shall survive the cancellation of the Mobile Banking Service.

9. Third Party Beneficiaries. You agree that our Mobile Banking Service service providers (including any provider of Mobile Banking Services software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

#### VI. Regions Personal Pay Service

Regions Personal Pay is an electronic person-to-person payments service through which you may send payments to, or receive payments from, any person who maintains an eligible account with a financial institution. In order to use the Regions Personal Pay Service, you must first enroll for, and maintain enrollment in, the Online Banking Service. The Regions Personal Pay Service is further subject to the terms and conditions of the Regions Personal Pay Service Addendum to this Agreement, which is posted at the bottom of the Personal Pay pages in Online Banking and which is incorporated by reference into and constitutes a part of this Agreement. Each time you use or allow others to use the Regions Personal Pay Service, you confirm your agreement to abide and be bound by the terms and conditions of the Regions Personal Pay Service as in effect at that time.

#### VII. Miscellaneous

1. PC Specifications. In order to use Online Banking (including the Mobile Banking Service) and the Online Statements Service, your PC (including any Wireless Device, as applicable) must meet current minimum technical specifications. Technical requirements and specifications regarding the use of the

Services may be described elsewhere in this Agreement (including the E-Sign Consent) or in applicable User's Guides. You also may refer to the Online Banking section on [www.regions.com](http://www.regions.com) for current information on supported hardware, software, and other equipment. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software.

2. Equipment. You are responsible for obtaining and properly installing and maintaining all telephone equipment and services, wireless services, internet connection services, computer hardware and software, and any and all necessary upgrades thereto (including, if applicable, Financial Software and upgrades thereto), and other equipment necessary for you to access and use the Services. We are not responsible for any computer viruses, problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software (including Financial Software) on your PC. You agree to all terms and conditions of any license agreement that accompanies your Financial Software. If you have any questions regarding the operation of your Financial Software (rather than the capabilities, functions, and features of the Services), you should contact the manufacturer of your Financial Software.

3. Transaction Authorization; Protecting Your Password. Pursuant to the deposit account agreement(s) you have with us, each depositor on a multi-party account is the attorney-in-fact for all other depositors on the account for all business conducted with respect to the account. You confirm the attorney-in-fact status of your co-depositors, and you acknowledge and agree that you or any of your co-depositors may enroll your accounts in and activate any of the Services, consent and agree to the terms and conditions for any of the Services (including, without limitation, the E-Sign Consent), and/or terminate any of the Services on behalf of all depositors on the accounts, in accordance with the terms of this Agreement.

You authorize us to follow any instructions entered through the Services using your Password notwithstanding any dual or multiple signature requirement identified on the signature card or other documents relating to your Service Accounts. You agree and intend that the authorization of transactions through the Services shall be considered the same as your written signature in authorizing us to perform any action relating to the transactions requested. You also agree that use of your Password is the agreed security procedure to access the Services and that such security procedure is commercially reasonable.



You agree to keep your Password confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree not to give your Password or make it available to any person or entity who is not authorized to access your Service Accounts for the purpose of performing the transactions contemplated by the Services or who intends or may use the Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change your Password frequently. You should avoid using your ATM, debit card, or GPR Card personal identification number (PIN) as your permanent Password. If your access to the Services is blocked or if you forget your Password, you may contact us at the number provided in the "Errors or Questions" section of this Agreement or you may also reset your password in the designated section on our website. We may issue you a new Password, although it may not be available for use of the Services for several days.

4. Protecting Your Personal Information. In addition to protecting your Password and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your Service Accounts. It is your responsibility to treat personal information with the same level of care as your account information. You are also responsible for protecting and securing all information and data stored in your PC's hard drive. For additional guidance on information security, please visit our website.

5. Your E-mail Address. You agree to keep your e-mail address that you have provided to us for use in connection with the Services, as well as your mailing address, current and updated with us at all times. To notify us of an e-mail or mailing address change, please call us at the telephone number(s) provided in the "Errors or Questions" section of this Agreement during our normal business hours. You also may update your e-mail address in the Online Banking section of our website. 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 Services notifications or information that we have transmitted to your e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.

6. Electronic Messaging and E-mail. Conventional e-mail is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional e-mail. The Message Center function in the Online Banking section of our website is a secure method of communication which allows messages to be sent and received within the Online Banking application. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please refer to the "Errors or Questions" section of this Agreement. You cannot use conventional e-mail or Message Center to make a Bill Payment, account inquiry, or Funds

Transfer. There may be other limitations to your use of electronic messaging from time to time in effect. To the extent you elect to communicate with us using e-mail, the following provisions apply to those communications:

- o You agree and acknowledge that the information communicated via e-mail to or from us may include information regarding any or all of the services we feel may be of added interest to you.

- o You acknowledge that you have been advised and understand the risks of using e-mail with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by e-mail or to monitor the authorization of persons using your e-mail address to send or receive information.

- o In the event you receive information from us via e-mail that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your computer system. You shall not use the information for any personal or commercial purposes.

- o You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.

- o In the event that you believe that an unauthorized person has gained access to your computer system, you agree to immediately notify us so that we can cease communication of information to you via e-mail until you and we take measures agreed to jointly to protect your financial information.

- o Having acknowledged the risks associated with communicating financial information via e-mail, you (a) agree that we have no obligation to monitor or investigate the use of your computer system or the source of any communication received from you bearing your email address, (b) release us from any claim or liability arising from or in connection with any communications sent or received using e-mail, and (c) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of e-mail as contemplated by this Agreement.

- o To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of e-mail do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of e-mail.

7. Fees. You agree to pay all fees applicable to the Services. These fees are listed on [www.regions.com](http://www.regions.com) and/or in our schedule of fees and are subject to change. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our branches for current information about

applicable fees. Without limiting the generality of the foregoing, you agree that we may impose a fee for research requested by you. You authorize us to deduct all fees from your Designated Funding Account or, to the extent your Designated Funding Account lacks sufficient funds, from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or Internet service provider you use to access the Services and are in addition to all service charges and fees applicable to and contained in our disclosures related to your Service Account(s) and/or other services related to your Service Account(s).

CERTAIN SERVICE FEES MAY NOT BE APPLICABLE AND/OR MAY BE WAIVED DURING PROMOTIONAL PERIODS OR UNDER OTHER CIRCUMSTANCES, AS DETERMINED BY US.

8. Errors or Questions. In case of errors or questions about the Services, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should, as soon as possible:

Call:

1-800-4PC-BANK (800-472-2265)

Fax to:

1-205-420-6636

Write to:

Regions Online Banking

P.O. Box 830805

Birmingham, Alabama 35283-8308

9. Termination. You may terminate your use of the Services at any time by calling or writing us as provided in the "Errors or Questions" section of this Agreement.

a. Online Banking and Telephone Banking. You must notify us at least ten (10) business days prior to the date on which you wish to have the Online Banking Service or the Telephone Banking Service terminated. We may require that you put your request in writing. If you have scheduled transactions with a Transmit Date within this ten-day period, you also must separately cancel those transactions; however, we reserve the right to cancel all scheduled transactions as soon as practicable upon receipt of notice of termination from you. If we have not completed processing your termination request and you have not otherwise canceled scheduled transactions, you will be responsible for transactions with Transmit Dates during the ten (10) business days following our receipt of your notice of termination, subject to the requirements of applicable law. If you would like to transfer the Online Banking or Telephone Banking to a different account with us, or add or remove an account with respect to these Services, you must provide ten (10) business days advance written notice.

b. Online Statements. We may provide you with the capability to electronically cancel Online Statements with respect to one or more of your Online Statements Accounts at the Online Banking section of our website, and you may cancel the Online Statements at any time by following the instructions provided at the website. If Online Statements are terminated for any Online Statements Account, we will resume mailing paper statements for such account if we were doing so at the time you enrolled for the Online Statements Service. Disclosures, notices, documentation and information that accompany such statements, according to the terms of the agreement governing such account, or as required by applicable law, will be included with the mailed statement to the postal address(es) in our records for the account. We will resume mailing the information described above beginning with the periodic statement next following the termination of the Online Statements Service. However, you agree that we shall have a reasonable opportunity to act upon such termination. If the Online Statements Service for a GPR Card is terminated for any reason, we will have no obligation to begin providing you with mailed, paper transaction histories or other material regarding the GPR Card, except as provided in the GPR Card terms and conditions. Termination of your enrollment in Online Banking will automatically terminate Online Statements with respect to all Online Statements Accounts. Certain changes to your Online Statements Accounts (e.g., removing your name from the account) also may have the effect of terminating Online Statements for such accounts. Cancellation of Online Statements may result in modification of the terms or features of accounts that require Online Statements or in the termination or modification of Online Banking. If you are a consumer, please refer to the E-Sign Consent for other terms and conditions regarding the withdrawal of consent for electronic disclosures.

c. Mobile Banking Service. You may cancel the Mobile Banking Service as provided in Section V of this Agreement. Other features and functionality of the Mobile Banking Service may be cancellable as provided in other terms and conditions related to such features and functionality.

d. Regions Personal Pay Service. You may cancel the Regions Personal Pay Service as provided in the Regions Personal Pay Service Addendum to this Agreement, which is posted at the bottom of the Personal Pay pages in Online Banking.

e. We may terminate or suspend any of the Services at any time, in our discretion, without notice to you, except as required by applicable law or regulation, and without liability to you. No termination of any Service 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 nature or by express provision, are intended to survive termination.

10. Exclusion of Warranties; Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, FINANCIAL SOFTWARE), OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (a) THE USE OF OR THE INABILITY TO USE THE SERVICE, (b) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE SERVICE, (c) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (d) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (e) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (f) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT AND/OR (g) ANY OTHER MATTER RELATING TO THE SERVICES OR YOUR USE THEREOF.

WE ARE NOT RESPONSIBLE FOR THE QUALITY OF GOODS, PROPERTY, OR SERVICES THAT YOU PAY FOR USING ANY SERVICE. ANY CLAIMS CONCERNING GOODS, PROPERTY, OR SERVICES PAID FOR USING A SERVICE MUST BE RESOLVED BY YOU DIRECTLY WITH THE PAYEE, AND ANY CLAIM OR DEFENSE THAT YOU ASSERT AGAINST SUCH PAYEE WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO US UNDER YOUR AGREEMENTS WITH US. IT IS YOUR RESPONSIBILITY TO DETERMINE WHAT, IF ANY, TAXES APPLY TO THE PAYMENTS YOU MAKE OR RECEIVE, AND IT IS YOUR RESPONSIBILITY TO COLLECT, REPORT AND REMIT THE CORRECT TAX TO THE APPROPRIATE TAX AUTHORITY. WE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER TAXES APPLY TO YOUR TRANSACTION, OR FOR COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY TRANSACTION.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

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

The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org). If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed \$10,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For any Claim that does not exceed \$75,000, we will pay all other arbitrator's fees and costs imposed by the

administrator of the arbitration. If your Claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Except as otherwise provided in this Agreement, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators' fees between you and us as part of the award, as the arbitrator(s) determines is appropriate. The fees and cost stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship. Each party also has the option of filing an action in small claims court or your state's equivalent court, for any Claim or disputes within the scope of the small claims court's jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim. The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and us so agree.

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



All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Regions, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s). Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could

properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of two hundred fifty thousand dollars (\$250,000.00), the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and us so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred fifty thousand dollars (\$250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA. This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, crossclaim, third party claim or the like by either you or us in response to any such action. You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the

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

Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then

and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA. If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, any bankruptcy to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim covered within the scope of this Agreement. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

12. Rules, Regulations and Other Agreements; Entire Agreement. You agree to be bound by operating rules and regulations imposed by any networks or clearinghouses in which we participate and/or which process Service transactions. Such rules and regulations constitute a part of this Agreement. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing your Service Accounts and/or any other services used by you in relation to the Service Accounts. Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Services, as the context may require (including, but not limited to, provisions relating to the ownership of website content and other intellectual property and provisions relating to our use of your comments, suggestions, and ideas regarding our products and services, as set forth in the Regions Website Terms of Use); provided, however, that in the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services. You further acknowledge and agree that the E-Sign Consent and any User's Guide or other instructional materials (including, without limitation, on-screen help) that we provide are a part of this Agreement.

13. Unauthorized Alteration. Neither this Agreement nor any enrollment form may in any way be altered by you without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form without our express written agreement. 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.

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

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

16. Data Recording. When you use the Services, the transaction and other information you enter may be recorded. By using the Services, you consent to such recording.

17. Change of Terms; Electronic Disclosures. We have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time in our discretion. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services (including, without limitation, User's Guides) and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to terms and conditions of this Agreement or the Services, you must terminate your use of the Services. By using any of the Services after any such change or amendment, you agree to that change or amendment.

You agree that we may send change of terms notices to you, as well as any information, disclosures and/or notices relating to the services in electronic form. You agree that we may post such information, disclosures, and notices in the Online Banking section of our website (or the website we designate). We may also transmit the information (or provide notice of availability of the information) to the e-mail address you have provided us in connection with the use of the Services. You specifically acknowledge and agree that we may periodically transmit to you by e-mail welcome notices, reminders, tips, inactivity notices, and other messages concerning the use of the Services. Subject to the terms and conditions of the E-Sign Consent that you have accepted in connection with your enrollment in the Services, you further agree that we may provide you with an electronic record, via electronic messaging or delivery as provided above, of any and all disclosures and information that we are required by applicable law or regulation to provide in writing (including, without limitation, the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Board Regulation E, as amended (12 C.F.R. 205)). You will be deemed to have received such notices or disclosures (3) days after the information is posted or transmitted in the forms mentioned above whether or not you have retrieved them by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database that we maintain in order to keep a record of who does not wish to

receive electronic messaging, generally, shall not apply to or affect your agreement to receive electronic information, disclosures and/or notices relating to the Services, as provided herein. We reserve the right at any time to provide you with paper copies of any information, disclosures, and/or notices relating to the Services in lieu of or in addition to electronic versions. This information will be mailed to your address that appears in our records or otherwise transmitted to you pursuant to any other method to which you have agreed.

18. New Services. We may introduce new electronic banking services from time to time. By using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.

19. Delays. You agree that we shall not be liable for any delay in the performance or nonperformance of the Services resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control.

20. Applicable Law. Regardless of where you live, work, or where you access the Services, this Agreement, any enrollment form, and your deposit relationship with us will be governed by the substantive laws (excluding conflict of laws principles) and regulations of the United States and the state in which the branch where your primary Designated Funding Account was established is located.

21. Venue. Subject to the terms of the arbitration section of this Agreement, any proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the state in which the branch where your primary Designated Funding Account was established is located.

22. Illegal Purposes. You agree not to use the Services for any illegal 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 in connection with the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You agree not to use the Services 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. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal. You certify that you have legal capacity to enter into this Agreement under applicable law. The Services and any application for deposit or other services at our website are solely offered to the citizens and residents of the United States of America and may not be accessed while outside the United States. If you choose to use the Services from locations outside the United States, you do so at your own risk.

23. Construction of Defined Terms. As appropriate, the singular number shall include the plural and the plural shall include the singular.

24. Headings. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

25. Severability. If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. The terms of this section are not intended to affect the express terms of the arbitration section of this Agreement relating to severability of unenforceable provisions of such arbitration section.