

# Notice to Regions Bank Customers Maintaining Deposit Accounts at Regions Branches in Georgia (excluding Columbus, GA), North Carolina and South Carolina

This notice sets forth amendments to the Regions Bank Deposit Agreement (CS1004 3/14). The amendments are effective as of February 6, 2015, and apply only to accounts maintained at Regions branches in Georgia (excluding Columbus, GA), North Carolina and South Carolina. All terms, conditions and provisions of the Deposit Agreement that are not expressly amended by this notice remain in effect and have not changed.

**Subsection 7, entitled “Payment of Items; Limits on Withdrawal; Cashing Checks for Third Parties” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is retitled “Keeping Track of Your Transactions; Posting and Payment of Transactions; Limits on Withdrawal; Cashing Checks for Third-Parties,” and the first paragraph of such Subsection 7 is superseded and replaced in its entirety by the following paragraphs:**

You acknowledge and agree that you are responsible for keeping track of your account transactions and knowing the balance in your account at the time you execute account transactions. If you wish to avoid overdrafts and the return of items due to insufficient funds and associated fees, you should not execute debit transactions that may be presented against your account when there are insufficient funds in the account to cover the transactions. We offer tools and services that can help you monitor your account balance and activity, and we recommend that you use them. For example, you may keep track of transactions and balances by using Regions Online and Mobile Banking, by calling us at 1-800-REGIONS (734-4667), by using our ATMs and branch facilities, or by enrolling for email and mobile alerts (Regions Online and Mobile Banking services are subject to enrollment requirements and separate terms and conditions).

You agree that we may post transactions to your account and pay items presented for payment in any order and using any methodology or protocol that we choose, and you acknowledge and agree that we may change the posting and payment order, methodology or protocol that we use at any time and from time to time without notice to you. In the event you do not have sufficient funds in your account to pay all items or withdrawal requests presented to us on a given day, we may pay such items or honor such requests in any order we choose, and we may return items or refuse payment requests in any order we choose. You will be responsible for the payment of any fees that are imposed as a result of our decision-making process, and you agree that we will in no way be liable to you in the event the method and order that we choose to post transactions and pay items result in higher aggregate fees being charged against your account than other methods and ordering protocols that may have been used.

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

1. We start with the available balance in your account at the end of our business day.
2. We add available deposits and credits.
3. We subtract withdrawals and debits, grouped by item category. Some common examples of item categories are wire transfers, checks and electronic payments (e.g., CheckCard transactions and Automatic Clearing House transactions).
  - We process one category at a time, and we process all items in that category before moving to another category.
  - Within each category, items are posted in a particular order. For example, checks are posted by check number order. Electronic payments and items in other categories are generally posted according to the effective date and time of the transaction, from earliest to latest.
  - Items within a category that do not have a readable check number or identifiable date/time, as applicable, will be posted by dollar amount, from lowest to highest, after the other items in the applicable category have been posted.



Whether a transaction is posted on any given business day may depend on our receipt of the transaction before applicable cutoff times.

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

If we pay any item that results in an overdraft in your account, you agree to pay us for the amount of the overdraft and to pay our standard overdraft or nonsufficient funds fee then in effect. If we return any item that would have overdrawn your account if the item had been paid, you agree to pay our standard nonsufficient funds or returned item fee then in effect. An overdraft, nonsufficient funds or returned item fee may result from any item presented against insufficient funds in your account, including a check, in-person withdrawal, ATM withdrawal, debit card transaction or withdrawal by any other manual or electronic means whatsoever. We may charge the amount of any overdraft and/or any overdraft, nonsufficient funds or returned item fee to any account you have with us. All fees are set forth in our pricing schedule. Other provisions of this Agreement may provide additional information regarding overdrafts and overdraft protection.

**Subsection 46, entitled “Entire Agreement; Other Programs and Services” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS, is superseded and replaced in its entirety by the following:**

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

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

**The subsection entitled “Early Withdrawal” of SECTION II: TIME DEPOSITS/CERTIFICATES OF DEPOSIT, is superseded and replaced in its entirety by the following:**

#### **EARLY WITHDRAWAL**

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

**The subsection entitled “Early Withdrawal Penalty” of SECTION II: TIME DEPOSITS/CERTIFICATES OF DEPOSIT, is superseded and replaced in its entirety by the following:**

#### **EARLY WITHDRAWAL PENALTY**

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

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

**The following early withdrawal penalties apply to Time Deposits and Certificates opened before April 18, 2014, and also apply during renewal terms for such Time Deposits and Certificates that commenced before April 18, 2014:**

1. If the term of your deposit is 31 days or less, you must pay an early withdrawal penalty equal to the total amount of interest that would have been earned on the amount withdrawn had such amount remained on deposit for the entire term of the deposit until maturity. The penalty shall be calculated at the interest rate being paid on your deposit at the time of withdrawal.
2. If the term of your deposit is 32 days to and including 181 days, you must pay an early withdrawal penalty on the amount withdrawn equal to 31 days’ simple interest at the interest rate being paid on your deposit at the time of withdrawal.
3. If the term of your deposit is 182 days to and including 364 days, you must pay an early withdrawal penalty on the amount withdrawn equal to 90 days’ simple interest at the interest rate being paid on your deposit at the time of withdrawal.
4. If the term of your deposit is 365 days or more, you must pay an early withdrawal penalty on the amount withdrawn equal to 182 days’ simple interest at the interest rate being paid on your deposit at the time of withdrawal.
5. For IRA Time Deposits and Certificates, a minimum penalty of \$25 will apply.

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

1. If the term of your deposit is 31 days or less, you must pay an early withdrawal penalty equal to the total amount of interest that would have been earned on the amount withdrawn had such amount remained on deposit for the entire term of the deposit until maturity. The penalty shall be calculated at the interest rate being paid on your deposit at the time of withdrawal.
2. If the term of your deposit is 32 days to and including 364 days, you must pay an early withdrawal penalty equal to (i) all interest earned on the amount withdrawn as of the date of withdrawal or (ii) 1% of the amount withdrawn, whichever is less. However, we may collect a minimum penalty of seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal.
3. If the term of your deposit is 365 days or more, you must pay an early withdrawal penalty equal to (i) all interest earned on the amount withdrawn as of the date of withdrawal or (ii) 2% of the amount withdrawn, whichever is less. However, we may collect a minimum penalty of seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal. If the original maturity of your deposit is 730 days or more, no early withdrawal penalty will apply to any withdrawals made during the last 31 calendar days of your deposit term, except for withdrawals made within six days after the date of deposit (if we allow additional deposits during such period) and withdrawals made within six days after any previous partial early withdrawal, which withdrawals will be subject to an early withdrawal penalty equal to seven days' simple interest on the amount withdrawn at the interest rate being paid on your deposit at the time of withdrawal.