

Notice to Regions Bank Deposit Account Customers

This notice sets forth amendments to the Regions Bank Deposit Agreement (CS1004 12/16). The amendments are effective as of June 1, 2018. All terms, conditions and provisions of the Deposit Agreement that are not expressly amended by this notice remain in effect and have not changed.

The following amendments are made to Subsection 2, entitled “ARBITRATION AND WAIVER OF JURY TRIAL,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

The second paragraph is superseded and replaced in its entirety by the following paragraph:

The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules or the Consumer Arbitration Rules, as applicable (collectively “Arbitration Rules”) in effect at the time the demand for arbitration is filed. In all instances, the arbitrator(s) shall be selected in accordance with Commercial Arbitration Rule R-12, using the procedure for Appointment from the National Roster, unless you and we agree on the arbitrator(s). The AAA will not administratively appoint the arbitrator(s) from the National Roster under any circumstances and regardless of the number of parties or amount of your Claim. 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 adr.org.

The third paragraph is superseded and replaced in its entirety by the following paragraph:

If the AAA’s Consumer Arbitration Rules apply to your Claim, 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.

The fourth paragraph is superseded and replaced in its entirety by the following paragraph:

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 applicable Arbitration Rules. Except as otherwise provided in this Agreement or in the applicable Arbitration Rules, 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 seventh paragraph is superseded and replaced in its entirety by the following paragraph:

The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators, unless you and we agree otherwise. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator.

The 12th paragraph is superseded and replaced in its entirety by the following paragraph:

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. All awards shall be reasoned awards.

The 13th paragraph is superseded and replaced in its entirety by the following paragraph:

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 \$250,000, 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 Appellate Rule A-5, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The appeal shall be governed by the AAA Optional Appellate Arbitration Rules; to the extent they are not inconsistent with this agreement. Any award which imposes an injunction on you or on us or contains a monetary award in excess of \$250,000 shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the Underlying award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. 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. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If the award does not impose an injunction on you or on us or contain a money award in excess of \$250,000, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

The following sentence is added as the last sentence of the sixth paragraph of Subsection 3, entitled “Deposits; Deposit Of Substitute Checks,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

If you deposit an “electronically-created item,” as that term is defined in regulations and/or issuances of the Board of Governors of the Federal Reserve System, as amended, you agree to indemnify us against any and all losses (including, without limitation, losses related to our indemnification obligations to other banks) that result from the fact that (i) the electronic image or electronic information is not derived from a paper check, (ii) the person on whose account the electronically-created item is drawn did not authorize the issuance of the item in the amount stated on the item or to the payee stated on the item, or (iii) a person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item such that the person is asked to make payment based on an item or check it has already paid.

The third paragraph of Subsection 7, entitled “Keeping Track Of Your Transactions; Posting And Payments Of Transactions; Limits On Withdrawal; Cashing Checks For Third Parties,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced in its entirety by the following paragraph:

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 types of electronic transfers and payments.
 - We process one category at a time, and we process all items in that category before moving to another category. The order in which categories are processed may change from time to time.
 - 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.

The second paragraph of Subsection 10, entitled “Review Of Statements,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced in its entirety by the following paragraph:

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



period for the examination of bank statements for purposes of the “Repeater Rule,” or the “Same Wrongdoer” rule as provided in § 4-406(d) of the UCC.

The following paragraph is added as the last paragraph of Subsection 27, entitled “Business/ Organization Accounts And Authorized Representatives,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS:

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

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

If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you must call Regions at 1-888-219-9227, whereby you will identify your name, the account(s) affected by your notice, and your cellular telephone number(s). You further agree that if you no longer own a cellular telephone number or if you change a residential telephone number to a cellular telephone number, you will notify Regions immediately by calling the number above.

Subsection 49, entitled “Illegal Purposes; Offensive Conduct,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced in its entirety by the following:

49. Illegal Purposes; Offensive Conduct; Cryptocurrency. You agree not to use your account for any illegal or fraudulent purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules and regulations concerning your account and/or the use of your account. You agree not to use your account to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction or a high-risk transaction. If at any time we suspect any irregular, unauthorized, fraudulent or illegal activity in connection with your account, we may, in our discretion and without limiting or waiving any other rights or remedies available to us, freeze the funds in the account and in other accounts you maintain with us, without any liability to you and without notice to you (except such notice as may be required by applicable law), pending resolution of the matters, transactions or activity in question. We reserve the right in our sole and absolute discretion to return or to decline to pay any item presented against your account that we reasonably believe is related to the purchase, sale or exchange of any decentralized, non-fiat virtual currency, cryptocurrency, or any other digital currency or money that relies on distributed ledger or blockchain technology, and you agree that we shall have no liability to you whether we decline to pay or whether we pay any such item. You certify that you have legal capacity under applicable law to enter into this Agreement. You further agree not to use your account in any way that may, in our judgment, impute to us or make us appear to endorse conduct or activity that could in any way be considered offensive, harassing, defamatory, privacy invading, abusive, threatening, inflammatory, scandalous, harmful, vulgar, obscene or otherwise objectionable (e.g., by printing offensive messages or symbols on your checks).

Subsection 50, entitled “Customer Identification Program,” of SECTION I: AGREEMENT FOR DEPOSIT ACCOUNTS is superseded and replaced in its entirety by the following:

50. Customer Identification.

(a) Customer Identification Program. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.



(b) Beneficial Ownership. To help the government fight financial crime, you understand and agree that federal regulation requires us to obtain, verify and record information about the Beneficial Owners of Legal Entity Customers. If you are a Legal Entity Customer, you agree to provide us immediately with information and documentation that we request about both your Beneficial Owners and any other person(s) or entity(ies) having any direct or indirect equity interest in you. Further, you certify and confirm that you will notify us immediately – and in no event no later than at the renewal of any Time Deposit or Certificate (as defined in Section II: Time Deposits/Certificates of Deposit) or any other account – should you have any changes to your Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in you. Should you fail to notify us of any such change, you confirm and certify to us that the Beneficial Owner and other ownership information previously provided is complete, accurate and up-to-date. Nothing in this paragraph shall be construed to obligate us to renew any Time Deposit or Certificate. “Beneficial Owner” has its meaning set forth in 31 C.F.R. § 1010.230(d) and includes each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of a Legal Entity Customer, as well as a single individual with significant responsibility to control, manage or direct a Legal Entity Customer. “Legal Entity Customer” has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

The following Subsection 6 is added to SECTION IV: FUNDS AVAILABILITY POLICY:

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

The following subparagraph (d) is added to Subsection 1, entitled “Types Of Available Transfers,” of SECTION V: ELECTRONIC FUNDS TRANSFER DISCLOSURE TO OUR CONSUMER CUSTOMERS:

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

