

**REGIONS BANK  
READY ADVANCE ACCOUNT AGREEMENT  
AND DISCLOSURES**

**Important Account Disclosures**

Interest Rate and Interest Charges	
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>21%</b>
<b>How to Avoid Paying Interest</b>	<p>Your regular due date for your minimum payment due each billing cycle is at least 25 days after the close of each billing cycle.</p> <p>We will not charge you any interest on cash advances if:</p> <p>(a) During the first 12 monthly billing cycles of your Account, and after the first 12 monthly billing cycles at your election and upon notification to us, (i) you have authorized us to make your payments automatically by debiting your checking account with us and (ii) your entire Account balance, including all cash advances that are outstanding and unpaid, is paid in full by automatic debit from the next direct deposit(s) to your checking account after any cash advance(s) is(are) made, and in any event within 35 days after the oldest outstanding cash advance was made; and</p> <p>(b) After the first 12 monthly billing cycles of your Account, unless you have elected to continue to make your payments according to the repayment provisions described in item (a) above, (i) you have authorized us to make your payments automatically by debiting your checking account with us and (ii) your entire Account balance, including all cash advances that are outstanding and unpaid as of each regular due date (regardless of the billing cycle in which they were incurred), is paid in full by automatic debit on your regular due date each month.</p>

Fees	
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Cash Advance Fee</li> </ul>	<p>10% of the amount of each cash advance made during the first 12 monthly billing cycles of your Account, and each cash advance made after the first 12 monthly billing cycles if you have elected to continue to make your payments according to the repayment provisions described in item (a) in "How to Avoid Paying Interest", above, and</p> <p>7% of the amount of each cash advance made after the first 12 monthly billing cycles of your Account (if you are not in default and if you are making your payments according to the repayment provisions described in item (b) in "How to Avoid Paying Interest", above).</p>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new cash advances)". See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

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**Other fees applicable to your account:** Statement Reprint Fee - \$5; Copy Fee - \$5 per draft. See your account agreement for limitations.

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**What is the cost of a cash advance?** The annual percentage rate (APR) disclosed in the box, above, represents the APR of only the periodic-rate interest, as required by federal law. It does not include an annualized cost of the Cash Advance Fee which is disclosed separately in the Transaction Fees section of the box. If the Cash Advance Fee were also taken into account, the cost of a cash advance, if annualized and stated as a percentage, would be significantly greater than the APR of the periodic-rate interest alone and may be **120%** or more.

For additional information, see the FAQs (Frequently Asked Questions) at [www.regions.com/readyadvance](http://www.regions.com/readyadvance). The FAQs are not a part of the account agreement, and this Account Agreement and Disclosures will control in the event any conflicting information is contained in the FAQs. The box, above, and the account agreement, below, contain important cost and other disclosures required by law. Please read them carefully before you request a cash advance.

**How to avoid paying periodic-rate interest:** In your Ready Advance Account Agreement with us, you authorize us to pay your Ready Advance account balance by automatically debiting your checking account with us, unless you have exercised your right to terminate the authorization for automatic payments and make monthly payments on your own. If the authorization for automatic payments remains in effect, ACH direct deposits are timely made to your checking account, and your account balance is paid in full by automatic debits to your checking account within the time period specified in your account agreement, we will not charge you periodic-rate interest on cash advances. We will charge the cash advance fee on your cash advances, however. If you terminate the authorization for automatic payments, or if the authorization for automatic payments remains in effect but the balance of funds in your checking account is not sufficient to permit us to make the automatic payments in the required amounts and at the specified times, periodic-rate interest will be charged on the average daily balance of your account. See your account agreement for additional information.

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**ARBITRATION AND WAIVER OF JURY TRIAL AND CLASS ACTIONS.** 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.

#### **Introduction to Ready Advance:**

**Ready Advance is an open-end credit plan that is designed to provide you with funds when you have an emergency or other unexpected expense. Ready Advance is not intended for customers who need to repay an extension of credit over an extended period of time. Ready Advance should not be used for planned purchases, discretionary spending, or regular monthly expenses.**

**You can borrow, repay, and re-borrow under your Ready Advance account, subject to the terms of the account agreement, so long as the unpaid balance of the account at any time does not exceed the credit limit of the account. Borrow only the amount you need at that time. You can take more than one advance in a billing cycle, and more than one advance can be outstanding under the account at one time, so long as the aggregate unpaid balance of the account does not exceed the credit limit of the account. Each time a payment is made on the account, the amount of credit available for new advances under the account is increased by the amount of the payment that is credited to principal, subject to the credit limit of the account. See the account agreement below for details and limitations.**

**Payments on your Ready Advance account will be taken from your checking account automatically unless you have exercised your right to terminate the authorization for automatic payments and make the payments yourself.**

**Ready Advance is more expensive than some other forms of consumer credit. If you use Ready Advance more often than occasionally, you should consider visiting a Regions Bank office, or visiting our website at [www.regions.com](http://www.regions.com), or calling us at 1-800-REGIONS, to find out if you qualify for another credit product that may be better suited to your credit needs.**

**Ready Advance is not intended to be used to cover overdrafts in your checking account. If you use a Ready Advance cash advance to cover an overdraft in your checking account, you may incur both the overdraft fee on your checking account and the fees and interest on your Ready Advance account. You should request a cash advance before your checking account is overdrawn. Ready Advance cannot be linked to a checking account to automatically cover overdrafts in the checking account.**

**Your Ready Advance Account Agreement is set out below. Please read it carefully. Print or save a copy of the Agreement and the Important Account Disclosures above for future reference.**

**Ready Advance is not available in connection with Checking Accounts originated in North Carolina.**

#### **1. The Parties to this Agreement**

In this Ready Advance Account Agreement and Disclosures (this "Agreement"), the words "you" and "your" mean the person who requests us to establish a Ready Advance open-end credit plan account (the "Account") and in whose name the Account is opened. The words "we", "us", "our", "Regions" and "Regions Bank" mean Regions Bank, an Alabama banking corporation having its principal office in Birmingham, Alabama, and its successors and assigns. Definitions of additional terms are contained in other paragraphs of this Agreement.

#### **2. ARBITRATION OF CLAIMS; WAIVER OF JURY TRIAL AND CLASS ACTIONS**

You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act and hereby waive and relinquish any right to claim otherwise. You and we agree that this Agreement and your Account are an account, contract and relationship with us which are subject to the terms of the section of your Deposit Agreement with us headed "ARBITRATION AND WAIVER OF JURY TRIAL" as that section exists at the time you accept this Agreement or activate your Account and as that section may be amended at any later time. Any "Claim" (as that term is defined in that section of the Deposit Agreement) that arises out of or relates to this Agreement, your Account, or the relationship between us that results from either of them, will be resolved by **mandatory binding arbitration** in accordance with the terms of the section of the Deposit Agreement headed "ARBITRATION AND WAIVER OF JURY TRIAL". That section of the Deposit Agreement, including any amendments made to it after you activate your Account effective upon the effective date of each such amendment, is hereby incorporated in this Agreement by this reference and made a part hereof as if set out in full in this section. **With respect to every such Claim, whether the Claim is arbitrated or settled by a court, you and we hereby voluntarily and knowingly waive any right to**

**a jury trial with respect to such Claim to the fullest extent allowed by law.** You and we also agree not to bring, and hereby voluntarily and knowingly waive any right to bring, a class action or other action whereby you or we purport to represent other similarly situated persons with regard to any claim that arises out of or relates to this Agreement, any aspect of the Ready Advance product, or any relationship resulting from either of them.

**Except as expressly provided in the agreement to arbitrate between you and us, 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.**

### **3. Description of the Ready Advance Product**

Ready Advance is a general purpose open-end credit plan under which you may use a Ready Advance Cash Advance Request Draft (described below) or Online Banking (described below) or a telephone call to our toll-free number 1-800-REGIONS to initiate transactions in which (a) you obtain cash advances ("Advances", as defined below) from us from time to time, (b) the principal of each Advance and the interest and other charges and fees are debited to your Ready Advance Account, (c) an interest rate is imposed upon the outstanding balance of your Account from time to time (except as otherwise provided below), (d) we send statements of your Account to you at approximately monthly intervals, and (e) the amount of the extensions of credit and the interest and other charges and fees shown on each statement is due from you on a date specified in the statement or, at your option but subject to the terms and conditions of this Agreement, may be paid by you in installments (monthly payments).

### **4. Your Acceptance of the Terms of this Agreement**

When you send your electronic request to us to activate a Ready Advance Account for you, you will have thereby accepted and agreed to all of the terms and conditions of this Agreement, and each time you request a subsequent Advance you will be deemed to have accepted the terms and conditions as they then exist. Your Ready Advance Account will not be open and you will not be able to obtain credit under it until we accept your activation request and open your Ready Advance Account at our offices in Birmingham, Alabama.

### **5. Ready Advance Qualification Criteria**

You must meet all of these Ready Advance qualification criteria to receive the initial Advance (as "Advance" is defined below) and each subsequent Advance under your Ready Advance Account:

- You must have an open and active consumer checking account with us (your "Checking Account").
- Your Checking Account must not have originated in North Carolina.
- Your Checking Account must have been open at least 6 months.
- You must have signed up for Regions Online Banking ("Online Banking") tied to your Checking Account.
- Your Checking Account must have received one or more deposits totaling at least \$100 that came to your Checking Account as automated clearing house (ACH) fund transfers (each, a "Direct Deposit") within the past 35 days.
- Your Checking Account must receive one or more Direct Deposits totaling at least \$100 during each monthly statement cycle of your Checking Account.
- Your Checking Account must have been credited with Direct Deposit(s) totaling \$100 or more in at least 2 of the past 3 statement cycles of your Checking Account.
- Your Checking Account must not have had more than 20 overdrafts for insufficient funds in the previous 3 statement cycles of your Checking Account.
- Your Checking Account must not have been overdrawn for the past 5 consecutive days.
- Your mailing address on your Checking Account must be in a state where Regions has a branch bank office.
- You must be of legal age to enter into a contract under applicable law.
- You must not be the debtor in a bankruptcy proceeding under any chapter of the U.S. Bankruptcy Code.
- You must not have previously had a checking account with us that we charged off because of uncollected overdrafts or fees in the account.
- Your Checking Account must not be subject to a levy, garnishment, or charging order.
- Your Checking Account must not be one of the following types of account: money market deposit account (MMDA), trust, conservatorship, guardianship, custodial, representative payee, minor, or an account where an account owner is one of our executive officers.
- Your Checking Account must not be linked to any of our credit line products for overdraft protection, such as an overdraft protection line of credit, personal line of credit, or transfers to credit card. Linked transfers from another deposit account are permitted.
- You must not have had a previous Ready Advance Account or any other credit account (including home mortgage) with us that we charged off for non-payment.

- Your Ready Advance Account must not be in the cooling-off period after 6 consecutive months of maximum usage of your Account.
- You must not be in default under this Agreement, your Checking Account agreement with us, or any other credit agreement or deposit account agreement you have with us.
- Your Ready Advance Account must not be under a work-out arrangement with us following your failure to repay the Account balance as agreed.
- Your Ready Advance Account must not be the subject of an investigation by us or by law enforcement authorities for possible illegal or fraudulent use of the Account.

If you do not meet all of these criteria at the time you request an Advance on your Ready Advance Account, your request will be declined.

#### **6. How to Activate Your Ready Advance Account**

You must request us to activate a Ready Advance Account for you electronically from your Regions Online Banking screen. If our records indicate you are eligible to activate a Ready Advance Account, a message will appear on your Regions Online Banking screen when you log on. You must request an Advance at the time you request us to activate your Ready Advance Account or your activation request will not be processed. If you want to set up your Ready Advance Account to be paid in monthly payments made by you instead of by automatic debits to your Checking Account, call us toll-free at 1-800-REGIONS (1-800-734-4667) **before** you activate your Account or request an Advance. If you do not see the Ready Advance link on your Online Banking screen and you are interested in Ready Advance, please call us at 1-800-REGIONS.

#### **7. How to Use Your Account to Obtain Advances**

Subject to the terms of this Agreement, we will make a cash advance (an "Advance") to you at our offices in Birmingham, Alabama from time to time as follows: You may request an Advance on your Ready Advance Account by completing and signing a special Ready Advance Cash Advance Request Draft and presenting it at any of our branch banking offices. You may also request an Advance on your Ready Advance Account from your Regions Online Banking screen or by calling us at 1-800-REGIONS (1-800-734-4667). Each Advance must be requested and made in an even increment of \$10. The amount of Advances that may be extended to you during the term of this Agreement (subject to your credit limit and the other terms and conditions of this Agreement) is made available to the extent any balance is repaid. If you meet the criteria for the requested Advance, we will disburse the Advance to you by crediting your Checking Account in the amount of the Advance. You may access the proceeds of the Advance by writing a check on your Checking Account or by accessing your Checking Account by any other means available to you. Advances to your Checking Account generally will be available for immediate withdrawal. However, Advances made after our published cut-off times will not be available to cover nightly processing of items until the following banking day. Please note that if your Checking Account has a negative balance at the time of any Advance, the Advance, or so much thereof as may be necessary to bring the negative balance to zero, will first be applied to the negative balance and the remainder of the Advance, if any, will be credited to your Checking Account. You agree that a credit to your Checking Account is the only means by which you may receive the proceeds of an Advance. We will provide a Ready Advance Cash Advance Request Draft form to you, and you may request additional Cash Advance Request forms by calling us at 1-800-REGIONS. The Ready Advance Draft forms must not be modified by you in any way. You may cancel a request for an Advance by calling us at 1-800-REGIONS before 9 a.m. on the next business day after the advance was requested, provided the Advance has not already been credited to your Checking Account and withdrawn or applied to any of your obligations, including an overdraft in your Checking Account, before we receive your request and have reasonable time to act on it.

#### **8. Your Credit Limit**

Your credit limit will be one-half of the amount of the Direct Deposits made to your Checking Account during the preceding statement cycle of your Checking Account, rounded up to the nearest \$10, subject to a maximum credit limit of (i) \$500 during the first 12 monthly billing cycles of your Account (and after the first 12 monthly billing cycles if you elect the Continuing Direct Deposit Repayment Option as provided in section 19(c)) and (ii) \$1,000 after the first 12 monthly billing cycles of your Account (if you have not elected the Continuing Direct Deposit Repayment Option as provided in section 19(c)). Your current credit limit will be shown on your Online Banking screen and on each monthly statement of your Account. The aggregate principal amount of all Advances outstanding on your Account at any time must not be more than your then current credit limit. Your credit limit will change (increase or decrease) automatically each time the amount of the monthly Direct Deposits to your Checking Account changes (subject to your maximum credit limit at that time).

#### **9. Exceeding Your Credit Limit**

If you request an Advance which, if granted, would cause the outstanding balance of your Account to exceed your credit limit, usually we will not honor the request. If, in our sole discretion, we honor the request and make the Advance, you agree to repay the Advance and the interest and fees on the Advance in accordance with the terms of this Agreement. We may make Advances that exceed the credit limit of your Account on one or more occasions without waiving our rights. If we have previously honored requests for Advances in excess of your credit limit, that does not mean that we will or must honor additional over-limit requests.

#### **10. Cooling-Off Period**

If the outstanding balance of the Advances under your Account reaches your credit limit in six consecutive billing cycles of your Account, you must pay your Account balance to zero and take no new Advances for at least one full billing cycle before you may receive another Advance.

#### **Interest Charges:**

##### **11. When Interest Begins to Accrue on Advances**

Interest on the unpaid amount of each Advance will accrue daily from and including the date we make the Advance until the date the Advance is fully repaid, except as provided under the heading "How to Avoid Paying Periodic-Rate Interest on Advances" below. If you receive your Account statement and pay the New Balance in full before the Payment Due Date shown on the statement, the next statement of your Account will include interest charges from the closing date of the previous statement until the date your Account was paid in full, even if you did not

receive any new Advances after the closing date. To minimize the interest charge, pay your entire Account balance in full immediately after you receive your monthly statement.

#### **12. Periodic Rate and Annual Percentage Rate (APR) of the Interest Charge**

The periodic rate we use to compute the interest charge on all Advances is **1.75%** per month (Annual Percentage Rate (APR) of **21%**).

#### **13. Calculating the Balance to which the Periodic Interest Rate Is Applied**

We figure the interest charge on your Account by applying the periodic rate to the "average daily balance" of your Account. To get the "average daily balance" we take the beginning balance of your Account each day, add any new Advances, and subtract any unpaid interest or other finance charges and unpaid fees and any payments and credits. This gives us the daily balance. (Credit balances are treated as zero for purposes of calculating the daily balances.) Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance".

#### **14. Calculating Interest**

We calculate the interest charge by multiplying the "average daily balance" of your Account by the monthly periodic rate of interest.

#### **15. How to Avoid Paying Periodic-Rate Interest on Advances**

You authorize us in section 19, below, to pay your entire Ready Advance Account balance in full by automatically debiting your Checking Account, unless you have exercised your right to terminate the authorization for automatic payments (see section 20, below). If the authorization for automatic payments remains in effect, and if each Advance is paid in full by automatic debit from your Checking Account within the applicable time period specified in section 19, we will not charge or collect periodic-rate interest on Advances paid in this manner. (We will charge the Cash Advance Fee when each Advance is made, however – see section 16, below.) Otherwise, you cannot avoid paying periodic-rate interest on Advances.

#### **Fees and Charges**

##### **16. Cash Advance Fee**

Each Advance is subject to a Cash Advance Fee as follows:

(a) \$1 for each \$10 of the amount of the Advance (10% of the amount of the Advance) for each Advance made during the first 12 monthly billing cycles of your Account, and for each Advance made after the first 12 monthly billing cycles if you elect the Continuing Direct Deposit Repayment Option as provided in section 19(c), and

(b) \$.70 for each \$10 of the amount of the Advance (7% of the amount of the Advance) for each Advance made after the first 12 monthly billing cycles of your Account, if you are not in default under this Agreement and if you have not elected the Continuing Direct Deposit Repayment Option as provided in section 19(c).

##### **17. Other Fees**

You authorize us to charge the following fees to your Account, to the extent permitted by applicable law:

- (a) a Statement Reprint Fee of **\$5** for each copy of a monthly statement of your Account that you request; and
- (b) a Copy Fee of **\$5** for each copy of an Advance Request Draft.

If it is determined that a billing error occurred involving the requested monthly statement or draft, the applicable fee will be waived or reversed. The fees described above will be charged to your Account and collected through the regular billing procedure described in this Agreement.

#### **Payments:**

##### **18. Promise to Pay; Minimum Payment Due Each Month**

You promise to pay us the amounts of all Advances you obtain through the use of your Account, all transaction fees and other fees and charges, and all interest and finance charges provided under the terms of this Agreement. You agree to make your payments in the amounts and at the times provided in this Agreement and on the statements of your Ready Advance Account. Time is of the essence. You may pay any amount up to the entire unpaid balance of your Account at any time.

We will mail or deliver a statement of your Account at approximately monthly intervals for each billing cycle during which there has been activity on your Account, or at the end of which your Account has a debit or credit balance of more than \$1 or on which a finance charge has been imposed, unless we deem your Account to be uncollectible, or we have instituted delinquency collection procedures, or we have charged off the Account, or furnishing the statement would violate federal law. We will establish a regular payment due date for the minimum payment due from you for each billing cycle. The regular payment due date will be at least 25 days after the close of the billing cycle and will be shown on your Account statement as the Payment Due Date. You also may confirm your Payment Due Date for your Ready Advance Account in Regions Online Banking. The minimum payment due from you for each billing cycle will be shown on your Account statement as the Minimum Payment Due. You agree to pay each month at least the amount of the Minimum Payment Due shown on your monthly Account statement by the Payment Due Date shown on the statement. If the authorization for us to pay your Account balance by automatically debiting your Checking Account (see section 19, below) is in effect, the Minimum Payment Due each month is the entire New Balance of your Account as of the time your Account statement is generated. However, you will not avoid paying periodic-rate interest on Advances unless the entire outstanding balance of your Account is paid by automatic debit from your Checking Account as specified in section 19. If you have received one or more Advances after the Closing Date of your monthly Account statement, the amount required to be paid in order to avoid paying periodic-rate interest, and the amount you have authorized us to debit under section 19, will be more than the amount of the Minimum Payment Due shown on your monthly Account statement.

If you have elected to terminate the authorization for automatic payments and the election has become effective (see section 20, below), the Minimum Payment Due each month for your Account is 50% of the New Balance of your Account or \$100, whichever is greater (or the entire New Balance if it is less than \$100). The Payment Due Date will be at least 25 days after the Closing Date. If you overpay, or if a credit balance is otherwise created in your Account, we will not pay interest on that amount. You may pay your Account balance in full or in part at any time, even while your authorization for us to make payments automatically by debiting your Checking Account is in effect, subject to your obligation to pay at least the Minimum Payment Due by the payment due date each month.

Your payments are not deemed to be received until they are posted to your Account. See the monthly statement of your Account for details on timely posting of payments. Mail your payment, accompanied by the payment remittance stub, using the envelope enclosed with your monthly statement or to the payment address provided on the monthly statement, or bring it to any of our branch banking offices. You may also make payments from your Online Banking screen or by such other means, electronic or otherwise, as we may provide from time to time. The crediting of payments sent to any location other than the payment address shown on the envelope or received in any other manner may be delayed. Do not send correspondence of any type to the payment address. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, the funds may be withdrawn from your account on which the check is drawn as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Your payments will be allocated among the charges on your Account in any manner we determine that is consistent with the requirements of applicable law, without regard to any contrary instructions from you. Even though your payment may be credited to your Account in the billing cycle in which the payment is received, your available credit may not be increased by the amount of the payment until your payment has cleared.

If you pay more than the Minimum Payment Due, you will not thereby prepay or postpone the due date of payments in the following months, and you will continue to be obligated to make the Minimum Payment Due shown on your monthly statements in succeeding months.

Payments must be made in U.S. dollars. You agree not to use an Advance, directly or indirectly, to make a payment on your Account.

#### **19. Your Authorization for Us to Take Payments by Debiting Your Checking Account**

Subject to your right to terminate the authorization (see section 20, below), you hereby authorize us to pay periodically the amounts you owe us under this Agreement by debiting your Checking Account as follows:

(a) During the first 12 monthly billing cycles of your Account (and, at our election, thereafter if you are in default under this Agreement) we will debit your Checking Account on or after the day each Direct Deposit of \$25 or more (a "qualifying Direct Deposit") from any source is credited to your Checking Account, and we will apply the amount of such debit to pay the entire balance of your Ready Advance Account, including all outstanding Advances, interest and all other fees and charges, if any, that is unpaid and outstanding at that time. If any Advance is not paid in full in this manner within 35 days after the Advance was made, you agree that we may, at our election, pay the entire unpaid balance of your Account (including all unpaid Advances posted to your Account during the 35-day period) in whole or in part by debiting your Checking Account.

(b) After the first 12 monthly billing cycles of your Account, if you are not in default under this Agreement, we will debit your Checking Account on the regular Payment Due Date for your Account in each month that there is an unpaid balance in your Account. We will debit your Checking Account in the amount of the entire balance of your Ready Advance Account, including all outstanding Advances, interest and all other fees and charges, if any, regardless of the billing cycle in which such indebtedness was incurred, that is unpaid and outstanding at that time.

(c) After the first 12 monthly billing cycles of your Account, you may, at your option, elect to continue to repay the amounts you owe us under this Agreement by automatic debit pursuant to the provisions of (a), above (the "Continuing Direct Deposit Payment Option"). Notwithstanding any provision of this Agreement to the contrary, if you elect the Continuing Direct Deposit Payment Option, your maximum credit limit will be \$500 and your Cash Advance Fee will \$1 for each \$10 of the amount of the Advance (10% of the amount of the Advance) for as long as the Continuing Direct Deposit Payment Option remains in effect. If you wish to elect the Continuing Direct Deposit Payment Option, or if you wish to discontinue the Continuing Direct Deposit Payment Option, you must notify us by calling 1-800-REGIONS (1-800-734-4667). We shall have a reasonable opportunity to respond to your notification, and we may require that any change be effective on the first day of a subsequent billing cycle of your Account.

You acknowledge and agree that you authorize us to debit your Checking Account and to apply payments to your Ready Advance Account as provided above notwithstanding any conflicting Payment Due Date or conflicting Minimum Payment Due shown in your most recent Account statement. You may access a record of recent activity on your Account in Regions Online Banking.

You agree that we may debit your Checking Account under the foregoing authorization as many times as necessary until your Ready Advance Account balance is paid in full, even if doing so results in an overdraft in your Checking Account.

Your authorization for automatic debits to your Checking Account will remain in effect until you terminate it as provided in this Agreement. Please note that automatic payments of your Account balance from your Checking Account will be processed in the manner provided in your Deposit Agreement with us for your Checking Account. This may cause checks and other debits presented on your Checking Account to create an overdraft if paid or to be returned unpaid if the remaining balance of available funds in your Checking Account is not sufficient to cover them. If that should happen, overdraft fees or insufficient funds fees may be charged to your Checking Account. You may terminate the authorization for us to make your payments by debiting your Checking Account (see section 20, below). As long as your authorization for us to debit your Checking Account automatically to make payments remains in effect and your Account remains current, we will not charge or collect periodic-rate interest on Advances if your Ready Advance Account balance is paid in full in the manner and at the times provided in (a), (b) or (c) above, as applicable.

You are not making an assignment of your Direct Deposits by authorizing us to make payments by automatic debits to your Checking Account, nor are you assigning or transferring to us any right you have to the future payment of funds. Instead, you are authorizing us to make the payments for you by automatic debits and specifying the times at which the payments are to be made.

#### **20. Your Right to Terminate the Authorization for Automatic Payments and to Pay Your Account Balance in Monthly Payments**

You have the right to terminate the authorization for us to take payments automatically by debiting your Checking Account as provided in section 19, above, by calling us toll-free at 1-800-REGIONS (1-800-734-4667). You must call us **before** you request the first Advance that you want to repay in monthly payments. In your call, tell us your name, address, Ready Advance Account number, and that you have elected to terminate the authorization for automatic payments. Any Advance made at a time when your authorization for us to automatically debit your Checking Account to make payments on your Account is in force will remain subject to the automatic debit authorization until the Advance is paid in full. If your Account has an unpaid balance at the time you elect to terminate the authorization for automatic payments, your election will not be effective until you have paid your existing Account balance in full. After you terminate the authorization for automatic payments, you agree that you will make payments to us in accordance with the terms of this Agreement, including making payments in the amounts and at the times specified in the paragraph above headed "Promise to Pay; Minimum Payment Due Each Month" and on the monthly statements of your Account. You understand that once you terminate the authorization for automatic payments, (i) we will no longer make payments on your Account by debiting your Checking Account, and (ii) you will have to pay periodic-rate interest charges on each Advance as provided in the "Interest Charges" section of this Agreement beginning on the first day of the billing cycle of your Account in which your termination of automatic payments becomes effective.

#### **Security Interest:**

##### **21. Security Interest**

Collateral securing other loans or agreements with us may also secure your obligations under this Agreement, provided, that no security interest we may have in your principal dwelling will secure your obligations under this Agreement, notwithstanding any term or provision to the contrary in any other agreement between you and us.

##### **22. Default; Our Right to Require Immediate Payment**

You will be in default under this Agreement and, at our election, we may suspend or terminate your right to obtain additional Advances and/or require you to pay immediately all amounts you owe us under this Agreement without notice or demand if: (a) you fail to pay any amount you owe under this Agreement exactly when due; or (b) you fail to abide by any other term of this Agreement; or (c) your ability to pay us is materially impaired (including, without limitation, if you file or have filed against you as debtor a proceeding under any chapter of the Bankruptcy Code); or (d) you die; or (e) you are in default under any other credit account or any loan (including mortgage loan) you have with us; or (f) you are in default under any term or condition of your Checking Account agreement, or you, any party to your Checking Account, or we close your Checking Account; or (g) any deposit account you have with us is overdrawn for 10 consecutive days; or (h) you fail to satisfy any of the Ready Advance Qualification Criteria described in this Agreement at any time while any Advance remains outstanding and unpaid. If you are in default, we may exercise any or all of our rights and remedies under this Agreement, under any other agreement you have with us at that time, and/or under applicable law, including, without limitation, our right arising solely by operation of law to set off the unpaid balance of your Account against your Checking Account and/or any other sum we may owe you at that time, to the extent permitted by applicable law.

##### **23. Collection Costs and Attorneys' Fees**

If you are in default, the unpaid balance of your Account exceeds \$300, and we refer your Account for collection by an attorney who is not our salaried employee, then to the extent permitted by applicable law, you agree to pay us or reimburse us for all costs and disbursements, including reasonable attorneys' fees, we pay or incur in legal proceedings (including bankruptcy proceedings) in collecting or attempting to collect the debt you owe us under this Agreement.

##### **24. Use of Your Checking Account by Others; Only One Ready Advance Account Per Person and Per Checking Account**

If your Checking Account is a joint account or other multi-party account, or if another person otherwise has the right to make transactions on your Checking Account, you should be mindful that Advances made to you and credited to your Checking Account may be withdrawn and used by the other person or persons who have the right to make transactions on your Checking Account. You agree that you are obligated to repay those Advances and the interest and other finance charges and fees on them even if an authorized signer on your Checking Account uses the proceeds of the Advances. If you disclose your Online Banking log-in and password to another person, that person can use your log-in and password to take an Advance on your Ready Advance Account.

There can be only one Ready Advance Account per person and per checking account. If your Checking Account is a multi-party account, the first account owner to activate the Ready Advance Account will have the only Ready Advance Account that can be linked to your Checking Account.

##### **25. Suspension or Termination of Your Account**

We may suspend or terminate your right to obtain additional Advances at any time whether or not you are in default, including, without limitation, after a period of no Advances or other activity under your Account, subject only to any restrictions under federal law or, to the extent federal law does not preempt state laws, under the laws of the State of Alabama. You may terminate your right to obtain additional Advances at any time by written notice to us sent to Regions Bank, Ready Advance Dept. P. O. Box 216, Birmingham, AL 35201, or by calling us at 1-800-REGIONS. Your obligations and our rights under this Agreement will continue unchanged after you or we suspend or terminate your right to obtain Advances.

##### **26. Amendments**

Subject to the requirements of applicable law, we have the right to change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, or operational elements relating to this Agreement or the administration of your Account 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 and any right to reject changes 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 Account and/or make any changes that are in your favor without notice to you. Except as otherwise required by law, any notice of change in terms may be included on or with the monthly statement of your Account or sent in a separate mailing. You agree that a summary of the change in terms is sufficient notice. Subject to the terms of any separate consent for electronic disclosures that you have accepted in connection with the Online Banking service, you also agree that we may send change of terms notices, as well as any other information, disclosures and/or notices relating to this Agreement, to you in electronic form. You agree that we may post such electronic information, disclosures, and notices in the Online Banking section of our website (or such other website that we may 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 Online Banking service. To the extent any notice we give is subject to an advance notice period, you agree that such notice period begins to run when we deposit the notice with the applicable postal or delivery service, or when we post at our website or transmit to your e-mail address an electronic version of the notice, as applicable. If a notice of an amendment gives you the opportunity to reject the amendment, and if you reject the amendment in the manner provided in the notice, we may terminate your right to receive additional Advances, subject to the requirements of applicable law which cannot be waived. If the amendment so provides, and subject to the requirements of applicable law, the amended Agreement (including any increased rate or amount of interest or other finance charge and other increased charges and fees) will apply to both existing and new balances of your Account, including, subject to the provisions of the notice of change in terms, all Advances after the effective date of the amendment. If you request an Advance after we send any notice of changed terms, such request constitutes your acceptance of the changed terms, provided that an Advance request by you is not a condition to the binding effect of any changed terms.

Any letter, payment instrument or other communication you direct to us with the intent to amend this Agreement must be sent to us by U.S. Postal Service certified mail addressed to: Regions Bank, Attention: Ready Advance Manager, P.O. Box 216, Birmingham, Alabama 35201. If any such payment instrument is received at any other address, we may accept the payment instrument, which will not constitute consideration, and no amendment to the Agreement will have been effected. This Agreement may be amended only by (a) a writing or electronic communication originated by us and sent to you as provided above or (b) a written amendment signed by one of our authorized representatives (not including endorsement of your payment check).

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.

#### **27. Communications Concerning Disputed Debts**

Any payment instrument you send us for less than the full balance due that is marked "paid in full" or similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent by U. S. Postal Service certified mail addressed to: Regions Bank, Attention: Ready Advance Manager, P.O. Box 216, Birmingham, Alabama 35201. We reserve all our rights regarding such instruments. For example, if it is determined there is no valid dispute or if any such instrument is received at any other address, we may accept the instrument and you will still owe any remaining balance. Or, we may refuse to accept any such instrument by returning it to you, not cashing it, or destroying it. Satisfaction of your debt for less than the full amount due requires a writing signed by one of our authorized representatives (not including the endorsement of any instrument you submit as payment for your debt)

#### **28. Change of Name or Mailing Address**

We will mail or deliver the statement of your Account to the address for the account in our records, unless you and we have agreed to a different means for the delivery of statements. You agree to notify us immediately of any change in your address for the delivery of statements. If any statement is returned to us because of an incorrect address, we may suspend sending statements to you until you notify us of your correct mailing address, or we may, at our sole discretion and without obligation, use any source available to us to update and validate the accuracy of your mailing address and begin sending statements to such updated or validated address.

#### **29. Interest Rate Limitation**

Notwithstanding anything to the contrary contained in this Agreement, it is the intent of the parties that the interest and the fees and other charges deemed to be interest that are paid or agreed to be paid under this Agreement shall not exceed the maximum rate or amount of non-usurious interest permitted by the law applicable to this Agreement (the "Maximum Rate"). If we receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied first to the principal of the unpaid Advances and then to any other unpaid debt you owe us, and the excess, if any, shall be refunded to you. In determining whether the interest contracted for, charged, or received by us exceeds the Maximum Rate, we may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense or fee, rather than interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Advances hereunder, and (d) assert the defense of voluntary payment.

#### **30. Assignment**

We may, at any time and without notice to you, assign your Account, any sums due on your Account, this Agreement, and our rights or obligations under your Account and this Agreement to any person or entity. The person or entity to whom we make any such assignment will be entitled to all of our rights under this Agreement, to the extent assigned. You may not assign your rights or obligations under this Agreement, and any purported assignment by you will be void.

#### **31. Your Consent to Monitoring of Telephone Conversations, Automatic Telephone Dialing, and Other Voice and Electronic Communications**

You consent that we and our service providers may monitor and/or record (unless prohibited by law even if done with consent) any telephone conversations between you and our representatives or the representatives of any of such providers.

You agree that we may call you using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message to service your Account, to collect any amounts you may owe with respect to your Account or for other informational purposes related to your Account (each a "Communication"). You agree that we may call or text you at any telephone number that you provide in connection with your Account, including cellular telephone numbers. You understand and agree that you are not required to provide such consent with respect to Communications made to your cellular telephone number(s). 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 agree to call us at 1-888-219-9227 and to provide such information as we may request in order to process the revocation of your consent.

### **32. Information Gathering and Sharing**

Please refer to the Regions "Privacy Pledge" provided to you for our policies on collecting, using, securing, and sharing non-public personal information. Additional copies of our "Privacy Pledge" are available by calling us toll-free at 1-800-REGIONS, at [www.regions.com](http://www.regions.com), or at any of our branch banking offices.

If you believe that inaccurate or incomplete information about you or your Account has been shared by us with a credit reporting agency, write to us at: Regions Bank, P.O. Box 216, Birmingham, Alabama 35201. Please include your name, address, home phone number, and Account number, and explain which information you believe is inaccurate or incomplete.

### **33. Governing Law**

This Agreement, including the provisions relating to interest, fees and related charges, shall be governed by the laws of the United States and, to the extent state law applies, the laws of the State of Alabama to the fullest extent permitted by law, without regard to where you reside or use your Account at any time.

### **34. Severability; No Waivers**

This Agreement, including the Account Disclosures set forth above, constitutes the current, sole and entire agreement between you and us with respect to the Account, and any and all prior agreements with respect to the Account are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements, terms and conditions governing banking services or accounts that you may use in connection with the Account (including, but not limited to, the deposit agreement governing your Checking Account and the terms and conditions of the Online Banking service). Such other agreements, terms and conditions remain in full force and effect, and we may apply the provisions thereof to your use of the Account as the context may require; provided, 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 Account. You further acknowledge and agree that any consent for electronic disclosures you have accepted in connection with the Online Banking service and any onscreen guides or other instructional materials that we provide relating to the Account also are a part of this Agreement.

If any part of this Agreement is held to be invalid, the rest will remain effective, except that if a class arbitration claim is brought and the waiver of any right to bring a class arbitration contained in the arbitration agreement is held by a court of competent jurisdiction or the arbitrator not to be enforceable, the entire arbitration agreement shall be severed and shall not be enforced.

Any failure or delay by us in exercising any of our rights or remedies under this Agreement or under applicable law does not mean that we will not be permitted to exercise those rights or remedies later. We may accept late payments or partial payments without losing any of our rights or remedies.

### **YOUR BILLING RIGHTS: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at: Regions Bank, P.O. Box 216, Birmingham, Alabama 35201.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

##### **When we receive your letter, we must do two things:**

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

##### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

##### **After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date that it is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Regions Bank- Member FDIC.