

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

NICOLETTA PANTELYAT, MICHAEL  
EDWARDS, and ISABELLE SCHERER,  
Individually and on Behalf of All Others Similarly  
Situated,

Plaintiffs,

v.

BANK OF AMERICA, N.A. and BANK OF  
AMERICA CORPORATION,

Defendants

Civil Action No. 1:16-cv-08964-AJN

**AMENDED CLASS ACTION  
COMPLAINT**

**JURY TRIAL DEMANDED**

**AMENDED CLASS ACTION COMPLAINT**

Plaintiffs Nicoletta Pantelyat, Michael Edwards, and Isabelle Scherer (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, based on personal knowledge as to themselves, on the investigation of their counsel, and on information and belief as to all other matters, allege as follows:

**NATURE OF ACTION**

1. Plaintiffs bring this Class Action Complaint against Bank of America Corporation, Bank of America, N.A., and their present, former, or future direct and indirect parent companies, subsidiaries, affiliates, agents, and/or other entities (collectively, “Bank of America”), to end and seek redress for, Bank of America’s unauthorized, unfair, and unlawful practice of assessing overdraft fees for “non-recurring” debit card transactions that have been misclassified as “recurring” debit card transactions.

2. Bank of America promises its account holders that it “do[es] not authorize overdrafts for everyday *non-recurring* debit card transactions and ATM transactions” and “do[es] *not charge you an Overdraft Item fee* on an everyday *non-recurring* debit card transaction.”

3. However, with respect to *recurring* debit card transactions, Bank of America promises its account holders that it will authorize overdrafts and charge a corresponding overdraft fee: “*We do charge you an Overdraft Item fee* each time we authorize and pay any other type of overdraft transaction [besides non-recurring transactions]. These other types of transactions include checks and other transactions made using your checking account number, *recurring debit card transactions*, Online and automatic bill payments, and ACH transactions.”

4. Bank of America explains the distinction between “non-recurring” debit card transactions (which are not subject to overdraft fees) and “recurring” debit card transactions (which are subject to overdraft fees) as follows:

Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis. As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments.

5. Despite Bank of America’s contractual obligation to its account holders that it “do[es] not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions” and “do[es] not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction,” Bank of America has systematically authorized overdrafts on Uber non-recurring debit card transactions and has charged a \$35.00 overdraft fee for each such transaction. Uber non-recurring debit card transactions were misclassified as “recurring” transactions – even though such transactions are plainly “made with [a] debit card or debit card number on a one-time or day-to-day basis,” and not “set up to occur automatically.”

6. Plaintiffs and other Bank of America customers have been injured by these illegal practices. On behalf of themselves and the putative Class, Plaintiffs seek damages, restitution and injunctive relief for Bank of America’s breach of contract, unjust enrichment, conversion, and violations of New York General Business Law.

#### **JURISDICTION AND VENUE**

7. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d)(2) & (6), because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and because at least one of the

members of the proposed class is a citizen of a different state than Bank of America.

8. Bank of America is subject to personal jurisdiction in New York pursuant to the “Deposit Agreement and Disclosures” entered into between Plaintiffs and Bank of America because New York is the state where the financial center that maintains Plaintiff Pantelyat’s account is located. *See* Exhibit A (“Ex. A”) attached hereto, Deposit Agreement and Disclosures, March 2016 (“Deposit Agreement”), at 48 (“Any action or proceeding regarding your account or this deposit agreement must be brought in the state in which the financial center that maintains your account is located. You submit to the personal jurisdiction of that state.”).

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Bank of America is subject to personal jurisdiction in this District, *see id.*, because Bank of America regularly conducts business in this District, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this District.

### **PARTIES**

10. Plaintiff Nicoletta Pantelyat is a resident and citizen of New York. At all times mentioned herein, Plaintiff Pantelyat’s Bank of America checking account was maintained at a Bank of America financial center in New York.

11. Plaintiff Michael Edwards is a resident and citizen of Illinois. At all times mentioned herein, Plaintiff Edwards’ Bank of America checking account was maintained at a Bank of America financial center in Illinois.

12. Plaintiff Isabelle Scherer is a resident and citizen of New Jersey. At all times mentioned herein, Plaintiff Scherer’s Bank of America checking account was maintained at a Bank of America financial center in New Jersey.

13. Bank of America is a national bank with its headquarters and principal place of business in Charlotte, North Carolina. Bank of America is engaged in the business of, *inter alia*, providing retail banking services to consumers, and has provided personal checking accounts, and issued debit cards for use in conjunction with those personal checking accounts, to Plaintiffs and the members of the putative Class. Bank of America operates banking centers throughout the United States of America, with account holders in each State.

**FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

14. At all relevant times, Plaintiffs each maintained a personal checking account with Bank of America.

15. Bank of America issues debit cards to its personal checking account customers, and issued debit cards to Plaintiffs and the members of the proposed Class, to allow them electronic access to their checking accounts for purchases, payments, withdrawals and other electronic debit transactions.

16. Pursuant to the documents governing Bank of America's relationship with its customers, including Plaintiffs and the members of the proposed Class, Bank of America is permitted to authorize, and to charge a \$35.00 fee for, "recurring" debit card transactions for which there are insufficient funds to cover. But Bank of America is not permitted to authorize, or to charge a \$35.00 fee for, one-time, "non-recurring" debit card transactions for which there are insufficient funds to cover.

17. Despite the plain language of these documents, Bank of America nevertheless authorized, and imposed overdraft fees for, non-recurring debit card transactions made with Uber Technologies, Inc. ("Uber") that are misclassified as recurring transactions and that result in a negative balance, as discussed in detail below.

**A. The Mechanics of a Debit Card Transaction**

18. A typical debit card transaction occurs in two parts, regardless of whether it is a one-time transaction for a routine daily purchase, or whether it is a recurring debit card transaction for payment of such items as a mortgage or electricity bill.

19. First, authorization for the purchase amount is requested by the merchant. During this step, when a merchant physically or virtually “swipes” a customer’s debit card, the merchant’s card terminal connects, via an intermediary, to the customer’s bank, and requests authorization that the account is open and active and that the transaction is approved by the bank.

20. Second, the customer’s bank determines whether the account is valid and whether to authorize or decline the transaction, at which point the bank sends either an authorization or a denial back to the merchant’s card terminal, via an intermediary.

21. At issue in this case is the first step – specifically, the request for authorization to Bank of America, thereby resulting in the authorization of transactions even when insufficient funds were available and the imposition of an overdraft fee for each such transaction.

**B. In 2010, Bank of America Begins Distinguishing Between “Non-Recurring” and “Recurring” Debit Card Transactions**

22. In 2010, Bank of America decided to cease authorizing overdrafts (and to thus cease charging \$35.00 fees) on one-time “non-recurring” debit card transactions, but to continue to authorize overdrafts (and thus continue to charge \$35.00 fees) on “recurring” debit card transactions – that is, transactions occurring in regular intervals like payments for mortgages, utilities, insurance premiums, and membership fees. In short, Bank of America for the first time adopted a distinction between two types of debit card transactions – one-time (which were protected from overdraft fees) and recurring (without that protection).

23. Bank of America used this distinction between one-time, non-recurring

transactions and recurring transactions to publically tout, through a massive media effort, its supposedly pro-consumer decision not to charge overdraft fees on routine debit card transactions. Indeed, Susan Faulkner, an executive at Bank of America, was quoted in a CNN article from 2010 as saying: “Our customers have been clear that **they want to know if a purchase is going to overdraw their account.**”<sup>1</sup> Around the same time, a New York Times article stated: “In a move that could bring an end to the \$40 cup of coffee, Bank of America said on Tuesday that it was doing away with overdraft fees on purchases made with debit cards[.] Bank [of America] officials said that effective this summer, **customers who try to make purchases with their debit cards without enough money in their checking accounts will simply be declined.**”<sup>2</sup> Faulkner was quoted in the New York Times piece as well: “What our customers kept telling me is **‘just don’t let me spend money that I don’t have’. . . . We wanted to help them avoid those unexpected overdraft fees.**”<sup>3</sup>

24. Accordingly, as Ms. Faulkner clearly understood, Bank of America’s new distinction caused consumers to understand and expect that, when they attempt to use their debit card for a routine non-recurring purchase, the transaction will only be approved so long as sufficient funds exist in their checking account, and, therefore, the transaction will not possibly

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<sup>1</sup> Hibah Yousuf, “BofA to scrap overdraft fees on debit purchases”, CNN Money, Mar. 10, 2010, available at [http://money.cnn.com/2010/03/10/news/companies/Bank\\_of\\_America\\_overdraft\\_fees/](http://money.cnn.com/2010/03/10/news/companies/Bank_of_America_overdraft_fees/) (last visited Nov. 14, 2016) (emphasis added).

<sup>2</sup> Andrew Martin, “Bank of America to End Debit Card Overdraft Fees”, The New York Times, Mar. 9, 2010, available at <http://www.nytimes.com/2010/03/10/your-money/credit-and-debit-cards/10overdraft.html> (last visited Nov. 14, 2016) (emphasis added).

<sup>3</sup> *Id.* (emphasis added).

result in an overdraft fee.

**C. The Contract Governing Bank of America’s Relationship With Its Account Holders Expressly States That Non-Recurring Transactions Are Immune From Overdraft Fees**

25. Consistent with Bank of America’s public statements, the documents governing the relationship between Bank of America and its personal checking account holders, including Plaintiffs and the putative Class members, expressly state that Bank of America will not authorize overdrafts or charge overdraft fees for non-recurring debit card transactions.

26. Indeed, Plaintiffs’ and the putative Class members’ personal checking accounts with Bank of America are, and were at all relevant times, governed by a document entitled “Deposit Agreement and Disclosures” (the “Deposit Agreement”) – a standardized contract for deposit accounts, the terms of which are drafted by Bank of America, amended by Bank of America from time to time at its convenience and sole and complete discretion, and imposed by Bank of America on all of its customers. *See* Ex. A.

27. In June 2010, shortly after the changes to Bank of America’s overdraft policies discussed above were implemented, Bank of America issued a new Deposit Agreement (the pertinent terms of which remained in effect in the version of the Deposit Agreement effective March 4, 2016), which stated in relevant part:

**OVERDRAFT AND DECLINED OR RETURNED ITEMS**

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection plans and have enough available funds in the linked account under the Overdraft Protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). . . .

PERSONAL ACCOUNTS - OVERDRAFT PRACTICES AND SETTINGS

**With our Standard Overdraft Setting, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction.**

. . . With this overdraft setting, we may authorize and pay overdrafts for other types of transactions. Other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, ACH transactions, preauthorized payments, and automatic and online bill payments.

*Id.* at 11-13, 21-22 (emphasis added).

28. The Deposit Agreement explains the distinction between “non-recurring” and “recurring” debit card transactions as follows:

*What are everyday non-recurring debit card transactions and what are recurring debit card transactions? Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-today basis. As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments.*

*Id.* at 12.

29. The Deposit Agreement expressly incorporates by reference a document entitled “Schedule of Fees”. The Schedule of Fees states, in pertinent part:

**We do not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction.** We also do not charge you an Overdraft Item fee on a ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction. We do charge you an Overdraft Item fee each time we authorize and pay

any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.

*See* Ex. B attached hereto, Schedule of Fees, at 13 (emphasis added).

30. In July 2014, Bank of America drafted and imposed on account holders a document entitled “Important Information about Your Card Agreement and Disclosure,” which states in pertinent part:

Overdrafts and Unposted Transactions

**When you do not have enough available funds in your account ... to cover everyday non-recurring debit card purchases or ATM withdrawals, we will decline the transaction and you will not be subject to overdraft fees.** For checks, ACH, recurring debit card transactions and online bill payments, we may decline or return the transaction unpaid or we may complete it and overdraw your account.

*See* Ex. C attached hereto, Important Information Brochure: Card Agreement and Disclosure, July 1, 2014, ¶¶ 4b, 7 (emphasis added).

31. Thus, the express terms of the Deposit Agreement (and related documents) between Bank of America and its customers, including Plaintiffs and the putative class members, only permit Bank of America to charge overdraft fees on recurring debit card transactions authorized into a negative balance, and in fact expressly provide that no non-recurring debit card transactions will be authorized, and no overdraft fees will be charged, when there are insufficient available funds in the account to cover the amount of a particular transaction.

32. On its website, Bank of America reiterates its overdraft fee policy pertaining to recurring and non-recurring transactions as follows:

ATM withdrawals and everyday, non-recurring debit card transactions (individual debit card purchases such as at the grocery

store or a one-time online purchase), will only be authorized when we determine you have enough available funds in your eligible account or in your eligible linked Overdraft Protection account at the time of the transaction. Otherwise, we typically decline the transaction and we do not charge an Overdraft Item fee.

For other types of transactions, such as checks, Bill Pay and other electronic payments, as well as recurring debit card payments we may pay transactions when you don't have enough available funds in your checking account or linked Overdraft Protection account at the time of the transaction.

See Ex. D attached hereto, Glossary of Banking Terms, Definition of “Standard Setting” (also available at <https://www.bankofamerica.com/deposits/manage/glossary.go> (last visited Nov. 14, 2016)).

33. Likewise, the “FAQs” section of the Bank of America webpage pertaining to “overdraft services” states, in pertinent part:

When you use your debit card for everyday, non-recurring purchases, when we determine you don't have enough funds in your account or linked Overdraft Protection account our standard practice is to decline the transaction, and we do not charge an overdraft fee.

For other types of transactions – like checks, Bill Pay and other electronic payments, as well as recurring debit card payments – made using your checking account number, we may charge you a NSF: Returned Item fee each time we decline or return one of these transactions. If we pay one of these transactions, we charge you an Overdraft Item fee.

See Ex. E attached hereto, FAQs: With Bank of America's Overdraft Settings, will I still be subject to Overdraft and NSF: Returned Item fees? (also available at <https://www.bankofamerica.com/deposits/manage/faq-overdraft-services.go> (last visited Nov. 14, 2016)).

34. Another FAQs section of Bank of America’s website expressly states that “[w]e do not charge you an Overdraft item fee on an everyday non-recurring debit transaction.” *See* Ex. F attached hereto, FAQs: Bank Account Rates and Fees, What is an Overdraft Item fee? (also available at <https://www.bankofamerica.com/deposits/manage/faq-account-rates-fees.go> (last visited Nov. 14, 2016)).

35. And, on the “Checking Clarity Statement” page of its website, described as providing “checking fee and policy information in a simple format so you know the ins and outs of your account,” Bank of America provides its account holders a document entitled “Overview of Bank of America Core Checking key policies and fees,” which states in pertinent part: “To help you avoid fees, we won’t authorize ATM withdrawals or everyday debit card purchases when you don’t have enough money in your account at the time of the transaction.” *See* Ex. G attached hereto, Checking Clarity Statement (landing page), (also available at <https://www.bankofamerica.com/deposits/checking/checking-clarity-statement.go> (last visited Nov. 14, 2016)); *See* Ex. H attached hereto, Overview of Bank of America Core Checking key policies and fees, Aug. 2016, at 1.

**D. Bank of America Breaches Its Account Agreement By Imposing Overdraft Fees On Non-Recurring Debit Card Transactions That It Improperly Authorized Into a Negative Balance**

36. Bank of America’s debit card transaction processing and overdraft fee practices with respect to Uber transactions are both contrary to the plain language of the governing Account Agreement and related documents, and contrary to the statements on Bank of America’s website that interpret those contractual documents for account holders.

37. First, one-time, “non-recurring” Uber transactions were incorrectly classified as “recurring” transactions. Specifically, Bank of America debit card charges from Uber are

misclassified as “recurring,” because charges from Uber do not occur automatically at a designated interval, such as on a weekly or monthly basis. Indeed, Uber charges occur on a ride-by-ride basis and thus plainly constitute one-time, every day transactions, clearly falling within Bank of America’s own definition of “non-recurring transaction.”

38. Second, Bank of America authorized, and charged \$35.00 overdraft fees for, these misclassified non-recurring debit card transactions made with Uber when there are insufficient available funds to cover the transactions.<sup>4</sup> Bank of America assesses these overdraft fees despite its repeated contractual representations (and repeated representations on its own website) that (1) it will **only** authorize, and will **only** charge overdraft fees for, **recurring** debit card transactions for which there are insufficient available funds to cover; and (2) that it will **not** authorize, and will **not** charge overdraft fees for, **non-recurring** debit card transactions for which there are insufficient available funds to cover.

39. These practices are not only contrary to Bank of America’s contractual obligations to its account holders, they also fly directly in the face of the express statements from Bank of America that its newly imposed overdraft fee policy was designed “to help [customers] avoid . . . unexpected overdraft fees” by “[not] let[ting] [them] spend money that [they] don’t have.”

40. To recap, after having affirmatively told its customers that they no longer need to worry about spending money they don’t have in the course of making non-recurring, day-to-day purchases, and after having memorialized those promises in the governing account documents, Bank of America has now broken those promises by authorizing day-to-day Uber transactions

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<sup>4</sup> Significantly, most of these misclassified charges are of nominal dollar amounts (most Uber charges are under \$10.00), significantly less than the \$35.00 fee imposed by Bank of America.

that its customers don't have sufficient funds to cover.

**E. Bank of America Charges Plaintiffs Overdraft Fees for Non-Recurring Debit Card Transactions, In Direct Violation of the Account Agreement**

41. On March 4, 2016, with a balance of \$3.44 in her Bank of America Core Checking account, Plaintiff Pantelyat used her Bank of America debit card to purchase a ride with Uber across town for \$10.00. *See* Ex. I attached hereto, Screenshot of Plaintiff Pantelyat's "BofA Core Checking – 1230" Account. Later that same day, with a balance of -\$6.56 in her account, Plaintiff Pantelyat used her Bank of America debit card to purchase a second ride with Uber across town for \$7.67. *Id.*

42. Plaintiff Pantelyat's Uber transactions on March 4, 2016 constituted "non-recurring debit card transactions" within the meaning of the Account Agreement and related documents because Uber purchases are made on a one-time, day-to-day basis, and because such purchases were not set up by Plaintiff Pantelyat to occur automatically at a set interval.

43. At the time Plaintiff Pantelyat initiated these transactions, Plaintiff Pantelyat reasonably believed, based upon the Account Agreement and related documents, as well as other statements made by Bank of America interpreting those documents, that Uber charges are non-recurring transactions and that such transactions cannot incur an overdraft fee, that Bank of America would only authorize her attempt to purchase a ride with Uber if she had available funds in her checking account to cover the transaction, and that under no circumstances would she be charged an overdraft fee resulting from the transaction.

44. Nevertheless, both Uber charges were misclassified as "recurring" debit card transactions. *See* Ex. J attached hereto, Screenshot of Plaintiff Pantelyat's March 2016 eStatement for "BofA Core Checking – 1230" Account ("CHECKCARD 0303 UBER TECHNOLOGIES INC 866-576-1039 CA 24492156063719475244111 **RECURRING**" and

“CHECKCARD 0303 UBER TECHNOLOGIES INC 866-576-1039 CA 24692166063000556556138 **RECURRING**”) (emphasis added).

45. Accordingly, despite the fact that Plaintiff Pantelyat’s checking account did not have sufficient funds to cover either of these one-time and non-recurring transactions, Bank of America authorized them anyway on the grounds that they were each “recurring” — resulting in a balance of -\$14.23.

46. Later that same day, Bank of America charged two separate \$35.00 overdraft fees to Plaintiff Pantelyat’s checking account as a result of the two misclassified Uber transactions.

47. The Account Agreement and other related documents expressly prohibited the authorization of, let alone the imposition of any overdraft fees related to, the non-recurring Uber transactions dated March 4, 2016.

48. Nevertheless, as a result of the first one-time, non-recurring \$10.00 debit card transaction to Uber, and the second one-time, non-recurring \$7.67 debit card transaction to Uber — neither of which should ever have been authorized in the first instance — Plaintiff Pantelyat has been forced to pay \$70.00 in overdraft fees to Bank of America.

49. On May 10, 2016, with a balance of \$0.04 in his Bank of America Core Checking account, Plaintiff Edwards used his Bank of America debit card to purchase a ride with Uber for \$7.14. *See* Ex. K attached hereto, Screenshot of Plaintiff Edwards’s “BofA Core Checking – 1282” Account.

50. Plaintiff Edwards’s Uber transaction on May 10, 2016 constituted a “non-recurring debit card transaction” within the meaning of the Account Agreement and related documents because Uber purchases are made on a one-time, day-to-day basis, and because such purchases were not set up by Plaintiff Edwards to occur automatically at a set interval.

51. At the time Plaintiff Edwards initiated the transaction, Plaintiff Edwards reasonably believed, based upon the Account Agreement and related documents, as well as other statements made by Bank of America interpreting those documents, that Uber charges are non-recurring transactions and that such transactions cannot incur an overdraft fee, that Bank of America would only authorize his attempt to purchase a ride with Uber if he had available funds in his checking account to cover the transaction, and that under no circumstances would he be charged an overdraft fee resulting from the transaction.

52. Nevertheless, his Uber charge was misclassified as a “recurring” debit card transaction. *See* Ex. K attached hereto, Screenshot of Plaintiff Edwards’s “BofA Core Checking – 1282” Account (“CHECKCARD 0509 UBER TECHNOLOGIES 866-576-1039 CA 55432866130000297662735 **RECURRING**”) (emphasis added).

53. Accordingly, despite the fact that Plaintiff Edwards’s checking account did not have sufficient funds to cover this one-time and non-recurring transaction, Bank of America authorized it anyway on the grounds that it was “recurring” – resulting in a overdraft fee of \$35.00 and a balance of -\$42.10.

54. On May 17, 2016, Bank of America charged an additional \$35.00 extended overdrawn balance charge to Plaintiff Edwards’s checking account as a result of the misclassified Uber transaction dated May 10, 2016, which put his account in the negative.

55. As a result of the one-time, non-recurring \$7.14 debit card transaction to Uber, which should never have been authorized in the first instance – Plaintiff Edwards has been forced to pay a \$35.00 overdraft fee and an additional \$35.00 extended overdrawn balance charge to Bank of America.

56. On October 26, 2015, with a balance of \$0.74 her Bank of America Core Checking account, Plaintiff Scherer used her Bank of America debit card to purchase a ride with Uber for \$5.60. On November 23, 2015, with a balance of \$8.23 in her Bank of America Core Checking Account, Plaintiff Scherer used her Bank of America debit card to purchase a ride with Uber for \$13.23. On November 25, 2015, with a balance of -\$54.00 in her Bank of America Core Checking Account, Plaintiff Scherer used her Bank of America debit card to purchase a ride with Uber for \$14.74. *See* Ex. L attached hereto, Plaintiff Scherer's "BofA Core Checking – 4390" Account.

57. Plaintiff Scherer's Uber transactions on October 26, 2015, November 23, 2015, and November 25, 2015 constituted "non-recurring debit card transactions" within the meaning of the Account Agreement and related documents because Uber purchases are made on a one-time, day-to-day basis, and because such purchases were not, and indeed cannot be, set up by Plaintiff to occur automatically at a set interval.

58. At the time Plaintiff Scherer initiated these transactions, Plaintiff Scherer reasonably believed, based upon the Account Agreement and related documents, as well as other statements made by Bank of America interpreting those documents, that Uber charges are non-recurring transactions and that such transactions cannot incur an overdraft fee, that Bank of America would only authorize her attempt to purchase a ride with Uber if she had available funds in her checking account to cover the transactions, and that under no circumstances would she be charged an overdraft fee resulting from the transaction.

59. Despite the fact that Plaintiff Scherer's checking account did not have sufficient funds to cover any of these one-time and non-recurring transactions, Bank of America authorized them anyway on the grounds that they were each "recurring." As a result of the Uber

transactions, Plaintiff Scherer has been forced to pay more than \$35.00 in overdraft fees to Bank of America.

60. Uber charges are not “recurring.”

61. No reasonable person would consider Uber charges to be “recurring” charges within the meaning of the Account Agreement and related documentation.

62. In imposing and collecting overdraft fees resulting from improperly authorized non-recurring transactions misclassified as recurring, Bank of America breached its Account Agreement with Plaintiffs and the members of the proposed Class, converted Plaintiffs’ and the members of the proposed Class’ money, unjustly enriched itself, and violated New York General Business Law, as discussed below.

#### **CLASS ALLEGATIONS**

63. Plaintiffs bring this action on behalf of themselves and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

64. The proposed class is defined as:

All holders of consumer deposit accounts with Bank of America, N.A. in the United States who were charged (and not refunded or credited) overdraft fees on debit card transactions made with Uber Technologies, Inc. between January 1, 2012 and December 31, 2016 that were coded (or classified) by the merchant as recurring transactions (the “Class”).

65. Plaintiffs reserve the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate.

66. Excluded from the Class are Bank of America, its employees, officers and directors, all customers who make a timely election to be excluded, and all judges assigned to hear any aspect of this litigation and Court staff.

67. **Numerosity.** The members of the Class are so numerous that joinder is impractical. The Class consists of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to Bank of America's records.

68. **Typicality.** The claims of the representative Plaintiffs are typical of the claims of the Class in that the representative Plaintiffs, like all Class members, were charged overdraft fees by Bank of America as a result of non-recurring debit card transactions made with Uber that were misclassified as recurring transactions and authorized into a negative balance. Plaintiffs, like all Class members, have been damaged by Bank of America's misconduct in that they were assessed unlawful, unfair, and unconscionable overdraft charges. Furthermore, the factual basis of Bank of America's misconduct is common to all Class members and represents a common thread of unlawful, unfair, and unconscionable conduct resulting in injury to all members of the Class.

69. **Commonality.** There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual Class members. Among the questions of law and fact common to the Class are whether:

a. Uber transactions that were in fact "non-recurring" were misclassified as "recurring" pursuant to the meanings given to those terms by the relevant Bank of America contractual documents;

b. Bank of America imposed overdraft fees on any such non-recurring debit card transactions made with Uber that were misclassified as recurring, or were not reclassified as non-recurring, when those transactions were authorized into negative balances;

c. Bank of America breached its contract;

d. Bank of America breached its covenant of good faith and fair dealing with

Plaintiffs and other members of the Class through its overdraft policies and practices with respect to non-recurring debit card transactions made with Uber; and

e. Bank of America was unjustly enriched through its overdraft policies and practices with respect to non-recurring debit card transactions made with Uber.

70. Other questions of law and fact common to the Class include: (i) the proper method or methods by which to measure damages, and the declaratory relief to which the Class is entitled.

71. **Adequacy.** Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Plaintiffs' claims arise out of the same overdraft policies governed by Bank of America's contract and other related documents and arise out of the same conduct and practices of Bank of America in imposing overdraft fees. Thus, Plaintiffs have no interests antagonistic to the interests of any other Class member and accordingly, Plaintiffs are adequate representatives who will fairly protect the interests of the Class.

72. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Bank of America, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Bank of America's misconduct will proceed without remedy. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase

the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**  
**(Individually and On Behalf of the Class)**

73. Plaintiffs repeat and incorporate all allegation in paragraphs 1-71 above.

74. Plaintiffs and Bank of America contracted for bank account deposit, checking, ATM, and debit card services, as embodied in Bank of America's Account Agreement and related documentation.

75. Bank of America breached the terms of the Account Agreement and related documentation by charging overdraft fees on non-recurring debit card transactions made with Uber that were misclassified as recurring debit card transactions and authorized into a negative balance.

76. In plain, clear, and simple language, the Account Agreement and related documentation promise: (1) that Bank of America will not authorize, and will not charge overdraft fees on, non-recurring transactions where there are insufficient available funds; and (2) that Bank of America will only authorize, and will only charge overdraft fees on, recurring transactions where there are insufficient available funds. See Ex. A, at 12-13.

77. Bank of America breached these plain contractual promises when it authorized into a negative balance, and then assessed overdraft fees on, "non-recurring" Uber transactions initiated by Plaintiffs and the Class members that were misclassified as "recurring" transactions,

pursuant to the meanings of those terms as described in the Account Agreement and related documentation.

78. Specifically, Bank of America breached its contractual promises to Plaintiff and all members of the Classes by charging overdraft fees on one-time, non-recurring debit card transactions made with Uber that were misclassified as “recurring” debit card transactions, and by authorizing and imposing \$35.00 overdraft fees on those mislabeled non-recurring debit card transactions.

79. No reasonable person would consider Uber charges to be “recurring” charges within the meaning of the Account Agreement and related documentation.

80. Plaintiffs and the members of the Class reasonably believed, based upon the Account Agreement and related documents, as well as other statements made by Bank of America interpreting those documents, that Uber charges are non-recurring transactions and that such transactions cannot incur an overdraft fee, that Bank of America would only authorize Uber purchases if available funds existed to cover the transaction, and that under no circumstances would overdraft fees be imposed resulting from such a transaction.

81. At no time did any contractual provision exist authorizing Bank of America to charge overdraft fees on non-recurring debit card transactions initiated by Plaintiffs or any putative Class member.

82. Plaintiffs and members of the Classes have performed all of the obligations imposed on them under the Account Agreement and related documentation.

83. Plaintiffs and members of the Classes have sustained monetary damages as a result of Bank of America’s breach of the account documents.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the Class demand a jury trial on all claims so triable and judgment as follows:

1. Declaring Bank of America's overdraft fee policies and practices described above to be wrongful, unfair, and unconscionable;
2. Awarding actual damages in an amount according to proof;
3. Awarding restitution for all overdraft fees collected by Bank of America by Plaintiffs and the Class resulting from the wrongs alleged herein in an amount to be determined at trial;
4. Disgorgement of the ill begotten gains derived by Bank of America from its misconduct;
5. Awarding pre-judgment interest at the maximum rate permitted by applicable law;
6. Awarding costs and disbursements assessed by Plaintiffs in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
7. Awarding such other relief as this Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiffs, on behalf of themselves and the Class, hereby demands a trial by jury pursuant to Federal Rule of Civil Procedure 38(b) on all claims so triable.

Dated: January 18, 2018

**AHDOOT & WOLFSON, PC**



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**EXHIBIT A**

# Deposit Agreement and Disclosures

*Effective March 4, 2016*

**Bank of America** 

[bankofamerica.com](http://bankofamerica.com)

Bank of America, N.A. Member FDIC.

Applies in all states.

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91-11-2000B (03/16)



29495

**Bank of America** 

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# Welcome to Bank of America

Thank you for opening and keeping an account with us.

Please read this entire agreement carefully so you understand your rights and obligations for your deposit account and deposit relationship with us and keep it in a convenient place for future reference.

In this agreement, “Bank of America”, “Bank”, “we”, “us” and “our” means Bank of America, N.A. “You” and “Your” means each and every owner of the account and each and every other person with authority to withdraw funds from the account or otherwise operate the account.

Our accounts and services are generally available through all of our channels - in our financial centers, through telephone banking and online. However, some accounts and services may not be available at all times, in all locations, or through all channels.

## How to Get Started

After you open your account, please consider these optional services. They can help you manage your account.

- **Debit card** – use your debit card to pay for purchases at merchants that accept debit cards, to make deposits at Bank of America ATMs, and to withdraw cash from ATMs.
- **Direct Deposit** – have your paycheck, retirement benefits, or other source of income deposited electronically into your checking or savings account.
- **Online Banking** – helps you manage and keep better track of your finances. Here are some of the things you can do using Online Banking:
  - Check your account balances and review transaction history.
  - Transfer funds between your accounts or to other Bank of America customers' accounts.
  - Receive your statements and posted checks online, then review or print them at your convenience.
  - Reorder checks and change your address.
- **Online Bill Pay service** – pay your bills electronically.
- **Online Alerts** – provide an electronic notice through email or text message about account activity, such as when a direct deposit posts or when your balance drops below an amount you set.
- **Scheduled Savings Transfers** – helps make saving easier by automatically transferring money from your checking account to your savings account.

- **Keep the Change** – If you use our purchases (such as Direct Deposit), we will automatically transferring money from your personal checking to your savings with each eligible debit card purchase.
- **Overdraft Protection Service** from another linked account, such as your savings or credit card account – helps you avoid overdrafts and declined or returned checks and other items by automatically transferring available funds from your linked account to your checking account.

## How to Access Your Account

You can access your account and get information about our accounts and services:

- At our **financial centers** and at **Bank of America ATMs**.
- Through our **Online Banking Service** at [www.bankofamerica.com](http://www.bankofamerica.com)
- By calling **customer service** at the number on your account statement.
- You can locate our nearest financial center or ATM on our website at [www.bankofamerica.com](http://www.bankofamerica.com)

# The Agreement for Your Account

## Binding Contract

This *Deposit Agreement and Disclosures*, the applicable *Schedule of Fees*, the signature card and other account opening documents for your account are part of the binding contract between you and us (this “Agreement”) for your deposit account and your deposit relationship with us. They contain the terms of our agreement with you. Please read all of these documents carefully.

This *Deposit Agreement and Disclosures* also summarizes certain laws and regulations that apply to common transactions, provides some disclosures for deposit accounts required by federal law, and establishes terms that cover some transactions or situations that the law either does not cover or allows us to change by this contract. The *Schedule of Fees* lists our accounts and account fees.

When you complete our account opening documents (as an example, you sign our signature card), request an account, or keep your account open, you acknowledge that you have reviewed and understand the terms of this Agreement and you agree to be governed by these terms. You understand that these terms, as we may change or supplement them

periodically and you agree to be bound by the terms of this Agreement and your deposit relationship.

Our deposit relationship with you is that of debtor and creditor. This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures.

We give this Agreement to you when we open your account. You may obtain additional copies of this Agreement at a financial center or by calling the number on your statement.

## Changes to This Agreement

We may change this Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new accounts and services and discontinue existing accounts or services. We may convert existing accounts and services into new accounts and services.

We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account.

If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement.

See the *Notices, Statements and Other Communications* section for information about how we provide notice.

## Closing an Account

You or we may close your checking or savings account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings or interest bearing checking account by withdrawing your funds. See *Notice of Withdrawal* in the *Other Terms and Services* section. You or we may close your time deposit account at maturity without advance notice.

If an account was closed and then we reopen it, the account is subject to our standard terms and fees for that type of account. Any waiver that applied before the account was closed does not apply when we reopen the account.

If your account reaches a zero balance, or you apply for an account but never deposit funds into it, we may either keep the account open or close the account without notice.

Sometimes after an account is closed, we receive a deposit for credit to the account or a check or other item for payment from the account. If this happens, we may at our option and without any liability to you: either return the deposit, check or other item; or we may reopen the account and accept the deposit, check or other item for you, even if this overdraws your account.

Sometimes after an account which had funds in it is closed, and while we are still holding the funds from the account, we receive a withdrawal request, check or other item for payment from the account. We may refuse the withdrawal request and return the check or other item. We are not liable for any losses or damage that may result from refusing the withdrawal or dishonoring the check or other item, even if we are still holding funds that would cover the withdrawal, check or other item.

When you ask us to close your account, we may continue to pay transactions as we receive them while we process your closure request. When we complete our closure process, we may close your account, even if your account has a balance and transactions you've told us about are still pending.

If your account is overdrawn when closed, you agree to pay immediately all amounts you owe us. If your account had funds in it when closed, we may:

- hold the funds for your pick up or to pay outstanding or expected items or claims;
- deposit the funds in another of your accounts with us; or
- mail the funds to any of you by check at the address in our records for the account.

If your account earned interest before it closed, your funds stop earning interest when you ask us to close your account, even if we continue to hold the funds. As an example, if we mail funds from an interest bearing account to you by check, then your funds do not earn interest, even if the check is returned to us or is not cashed.

This Agreement continues to govern matters related to your account even after your account closes.

## Governing Law

This Agreement, and your and our rights and obligations under this Agreement, are governed by and interpreted according to federal law and the law of the state where your account is located. However, your rights and obligations for Remittance Transfers shall be governed by and interpreted as described in the *Funds Transfer Services* section. We ordinarily maintain your account at the financial center where we open your account. However, we may transfer your account to another financial center in the same state or in a different state. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs.

# Explanation of Some Terms

## Definitions

Please keep in mind the following definitions as you review the Agreement.

**Annual Percentage Yield (APY)** is a percentage rate reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding.

**Average daily balance** for a statement cycle – we take the balance that we determine is in the account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.

**Bank of America, Bank, we, us** and **our** mean Bank of America, N.A.

**Financial Center** means a branch of Bank of America.

**Business days** – our business days are Monday through Friday, excluding bank holidays. Hours of the business day for a financial center are available at that financial center.

**Collected balance** is the ledger balance for the account minus that portion of funds deposited for which we have not received credit based on the availability schedule we apply to the account. We ordinarily apply the availability schedule provided to us by the Federal Reserve Bank to determine the time that we receive credit for deposited funds.

**Item** includes all orders and instructions for the payment, transfer or withdrawal of funds from an account. As examples, item includes: a check, substitute check, purported substitute check, electronic transaction (including an ACH transaction, ATM withdrawal or transfer, or point of sale transaction), draft, demand draft, remotely created check, remotely created consumer check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or a photocopy of any of the foregoing. *Item* also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. *Item* may also include a cash-in ticket and a deposit adjustment. *Item* may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

**Minimum daily balance** is the lowest amount that we determine is in the account during a statement cycle.

**You** and **your** means each and every owner of the account and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

## Headings and Interpretation

We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings are for convenience or reference only. They do not limit the term or provision.

Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

In some sections we give examples. The examples cover some, but not all, of the situations or items that are covered by the section.

# Information About You and Your Account

## Information You Give Us

When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter the information into our records. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

## Identification

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution.

When you apply for an account, we will ask for your legal name, address, date of birth and your Tax Identification Number (TIN). We may require one or more forms of unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. If your account is funded before we verify your information, you may not have access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

## Bank of America's Privacy Policy for Consumers

Our privacy policy for consumers is described in our publication, *U.S. Consumer Privacy Notice*. We provide our privacy policy to consumers who open a personal account with us. The privacy policy describes our policy on handling customer information and describes the situations when we may disclose information, including some examples.

You can also review our privacy practices on our website at [www.bankofamerica.com/privacy](http://www.bankofamerica.com/privacy).

## Sharing Information with Affiliates

**Accounts Held by Consumers** We may share information that we have about you and your accounts among the Bank of America family of companies. Please refer to our publication, *U.S. Consumer Privacy Notice*, for information about the categories of information we may share among the Bank of America family of companies and how you may tell us not to share certain types of information among our family of companies.

**Accounts Held by Businesses** We may share information about our experiences with you with Bank of America Corporation and its subsidiaries and affiliated companies ("Bank of America Affiliates") and selected third parties. We may also share information that you have provided to us on applications or that we receive from outside sources among the Bank of America Affiliates. However, individuals may tell us not to share information about them from applications or outside sources compiled for purposes of determining eligibility for credit, insurance or other services by either calling us at 1.888.341.5000 or by notifying us at [www.bankofamerica.com/privacy](http://www.bankofamerica.com/privacy).

## Consumer Reports and Other Inquiries

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your account. This may include verification of employment and consumer reports or other reports from account information services and other consumer reporting agencies.

If you ask, we will tell you whether we requested such a report and, if we did request a report, we will tell you the name, address and telephone number of the reporting agency.

## Disclosing Information About You and Your Account

This section applies to both business and personal accounts. We may disclose information about your accounts to consumer reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information.

For example, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts:

- to consumer reporting agencies, such as ChexSystems, Inc.;
- to anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or consumer reporting agency;
- in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance;
- in connection with collection of indebtedness or to report losses incurred by us;
- in compliance with any agreement between us and a professional, regulatory or disciplinary body;
- in connection with potential sales of businesses;
- to service providers who help us meet your needs by assisting us in providing or offering our products or services; and
- to other third parties as is described in our publication *U.S. Consumer Privacy Notice* or as required under applicable law or regulation.

For personal accounts, the terms of our *U.S. Consumer Privacy Notice* governs in the event of a conflict between the terms of this section and the terms of our U.S. Consumer Privacy Notice.

**Account Information Services/Consumer Reporting Agencies** If we close your account because of your unsatisfactory handling, we generally report to consumer reporting agencies such as ChexSystems, Inc. your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason we closed the account. The consumer reporting agency may supply this information to others. This may adversely impact your ability to establish an account at any financial institution for up to five years from the date of the report.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## Telephone Calls: Calling, Monitoring and Recording

When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a “telephone number” includes a cell phone number and “calls” include both telephone calls and text messages to or from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your account. When we place calls to you, we may use automatic dialers and artificial, text, or prerecorded messages.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

You consent and agree in advance to these terms and conditions.

## Release of Information

You can obtain information about your account by many methods, including at a financial center, by telephone, by mail and through Online Banking. We believe we have adopted reasonable security measures for each method, but we cannot ensure against unauthorized inquiries or intrusions. You agree that we are not responsible for the release of information to anyone who has gained possession of your ATM card, debit card or other code or access device or who has learned your identifying characteristics such as personal identification number (PIN), account number or social security number, even if you have not authorized them to obtain the information.

# Account Ownership

## Some General Terms

When you open an account, we may rely on information you give us and we maintain in our records. We determine the type and ownership of the account from this information. When you ask us to make a change to this information or your account, and we agree to the change, the change is not effective until we have had a reasonable time to act on the new information. As an example, if you ask us to change the signers on your account, your requested change is not effective until we have a reasonable time to act on it. If we ask you to give us additional documents or information, and you do not do so promptly, we may close your account.

When we accept a deposit in an account or permit a withdrawal or payment from an account, we may rely upon the form of the account and the terms of this Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment from an account at the request of any signer, or the agent of any signer, in accordance with the terms of this Agreement, the withdrawal or payment is a complete release and discharge of the Bank from all claims regarding the withdrawal or payment.

If you instruct us to open an account in the names of two or more people, and we do so, but later determine that one or more of them have not completed our account opening documents or other requirements, you agree to hold us harmless for reliance on your instruction. We may in our discretion for all purposes and circumstances (including determining ownership of the account following the death of any person in whose name the account was opened) either treat the account as being owned by all persons in whose names the account was opened or treat the account as being owned solely by the persons who have signed or completed our account opening documents or other requirements. If we treat the account as owned by all persons in whose names the account was opened, we may permit the non-signing person to withdraw funds or take other action on the account without any liability to you.

We may open an account without regard to whether you are married and without regard to whether the funds on deposit are your community or separate property. We may require you to close the account in order to remove a co-owner, terminate a joint ownership or change a payable on death or trust designation.

## Some Basic Terms for Joint Accounts

If more than one person’s name appears in the title of an account without a fiduciary, beneficiary or other designation, then the account is a joint account. All persons whose names appear on the account are co-owners of the account, regardless of whose money is deposited in the account.

Each co-owner acts as the agent of each other co-owner. Each co-owner authorizes each other co-owner to operate the account without the consent or approval of any other co-owner. We may act and rely on the instructions of one co-owner without liability to any other co-owner. So as examples, one co-owner may without the consent or approval of the others:

- add additional persons as co-owners;
- deposit funds and withdraw or transfer part or all of the funds in the account;

reverse or deposit to the joint account on behalf of any other co-owner an item payable to another co-owner;

- instruct us to stop payment on a check or other item that another co-owner wrote on the account;
- obtain an ATM card or a debit card;
- draw upon an overdraft or other line of credit connected to the account;
- obtain information about the account, including transactions conducted by other co-owners;
- pledge the account as security for any debts; and
- close the account.

Each co-owner is jointly and severally liable to us for all fees, charges and other amounts owed to us on, and all costs, losses and liabilities related to, this Agreement or the account. Note that our right of setoff described in the *Right of Setoff* section of this Agreement applies to joint accounts.

All joint accounts are presumed to be joint accounts with the right of survivorship, unless the applicable state law does not permit this presumption or we have agreed with you in writing that the account is owned in another capacity. **Right of survivorship means that when a co-owner dies, the funds in the account belongs to the surviving co-owner(s)**, subject to our right to charge the account for any amount the deceased co-owner or a surviving co-owner owes us. The rights of survivorship continue between surviving co-owners and we may pay the funds in the account to any surviving co-owner. The applicable state law may impose requirements that must be met to create a joint account with right of survivorship. You are solely responsible for meeting these requirements.

## Some Basic Terms for “Payable on Death” Accounts

For an individual or joint account, you may choose to make your account payable on your death to one or more payable on death (“POD”) beneficiaries. You can make your account a POD account by instructing us to list each POD beneficiary on the account and complying with the applicable state law. The applicable state law usually imposes requirements that must be met to create a POD account. As an example, you may have to include certain words or letters in the account title to create a POD account, such as: “payable on death,” “POD,” “in trust for,” “ITF,” “as trustee for,” “ATF,” “transfer on death,” “TOD,” or “Totten Trust.” You are solely responsible for meeting these requirements. We may treat an account which names a POD beneficiary as a POD account. However, if the applicable requirements are not met, we may treat your account as though there is no POD beneficiary.

During your lifetime, a POD account belongs to you. You may close the account, remove or add one or more POD beneficiaries, change the account type or ownership, and withdraw all or part of the funds in the account. When the account owner or last co-owner dies, we may pay any funds remaining in the account to the then surviving (if any) POD beneficiary(ies), subject to our right to charge the account for any amount a deceased owner, co-owner or POD beneficiary owes us. We may distribute the account balance, subject to any bank claims, to such beneficiaries payable to one or all surviving beneficiaries jointly, or payable individually, in equal shares, to each surviving beneficiary. A POD beneficiary does not acquire an interest in the account until after the death of the account owner or the last co-owner. A POD beneficiary may acquire an interest in the account at that time but only if the POD beneficiary is alive.

## Some Basic Terms for Business and Other Non-Personal Accounts

If the account owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or completing other account opening requirements represents and agrees that they:

- are fully authorized to execute all documents or otherwise complete our requirements in their stated capacity;
- have furnished all documents or other information necessary to demonstrate that authority; and
- will furnish other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any resolution affecting the account that is not on our form or that appears to us to be incomplete or improperly executed.

## Transferring Ownership

Your account is for your use only. It is non-transferable and non-negotiable. Ownership of your account is transferable only on our records with our consent.

- You may not grant, transfer or assign any of your rights to your account without our written consent.
- Even if we consent, we may require that you close the account and that the new account owner open a new account in their name.
- We may refuse to acknowledge or accept your attempted pledge or assignment of your account or any interest in it, including a notice of security interest.

# Checking and Savings Accounts

## Types of Accounts

We offer several different types of checking and savings accounts for personal and business customers.

- The *Personal Schedule of Fees* describes our personal accounts and lists applicable fees.
- The *Business Schedule of Fees* describes our business accounts (other than Commercial accounts) and lists applicable fees. The *Business Schedule of Fees* does not apply to Commercial accounts.

## Eligibility for NOW Accounts

NOW accounts are commonly called interest checking accounts. Federal law provides that NOW accounts may only be opened and used by the following customers:

- individuals (including sole proprietors),
- certain nonprofit organizations,
- federal, state or local governmental entities, and
- fiduciaries (such as a bank trust department) where one or more individuals hold the entire beneficial interest in the funds.

If we believe that you are not eligible to own a NOW account, we may either close the account or convert it to another type of account. When we refer in this agreement to checking accounts, the reference includes NOW accounts.

## Demand Deposit Accounts

Demand deposit accounts are commonly called checking accounts. All types of customers can open a demand deposit account. Most demand deposit accounts do not earn interest.

We do offer an interest bearing demand deposit account to business customers. Please ask us for details.

When we refer in this agreement to checking accounts, the reference includes demand deposit accounts.

## How We Calculate Interest on Interest Bearing Checking and Savings Accounts

If you have an interest bearing checking or savings account, then please note the following.

- Your funds earn a variable rate. Your interest rate and annual percentage yield (“APY”) may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.

- We compound and credit interest to your account monthly.
- We use the daily balance method to calculate the interest on your account. The daily rate is 1/365 — or in a leap year we may use 1/366 — of the interest rate.
- For personal checking accounts and personal and business savings accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day.
- For business checking accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve).
- For Public Service Trust Accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine is required to offset service charges).
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item no later than the business day on which we receive credit for the non-cash item.

Some checking and savings accounts do not earn interest. The checking and savings accounts that earn interest are described in the *Schedule of Fees* as interest bearing accounts. Other checking and savings accounts do not earn interest. We pay interest only in whole cents.

We set interest rates at our discretion. The interest rate and APY we offer on the same type of account may be higher or lower based on the specific customer, account location or channel through which the account is opened. As an example, an account opened through our Online Banking channel may earn a different rate (either higher or lower) than the same type of account opened in a financial center or by mail. We may also consider your relationship with us in setting interest rates on your account, such as whether you have other accounts with us, your balances with us in your other accounts and how you use services that we offer with accounts.

We occasionally offer interest rate bonuses and other special promotions on specific accounts or to specific customers. These offers do not apply to all accounts, customers, locations or methods of account opening.

You may obtain current interest rates for your account by calling us at the number for customer service on your statement or by asking a financial center associate.

**Balance Tiers** The daily interest rate we pay on some accounts depends on the tier into which the balance in the account falls. A tier is a range of account balances. If you have one of these accounts, your balance earns the interest rate and APY in effect that day for the balance tier associated with your end-of-day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate, than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts.

## Combined Balance Service

With some checking accounts you can designate your checking account as your primary checking account and then link many of your other accounts to it for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the combined balance required to avoid the monthly maintenance fee on your primary checking account. The *Schedule of Fees* lists the required combined balance for each checking account to which the service applies and the types of accounts that can be linked for pricing.

You must tell us what other accounts you want us to link to your checking account for pricing. We do not link your other accounts for pricing unless you tell us to do so. To determine what accounts are linked for pricing, please call us.

When an existing account is closed and a new account is opened to replace the existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account for pricing.

When we calculate a balance or combined balance, we may ignore accrued interest, funds subject to a hold of any type, and each loan or line of credit that is in default. For each linked account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account.

You still need to meet the balance requirements, if applicable, in each linked account to avoid the monthly maintenance fees on those accounts.

You understand that the statement for your primary checking account may include information about each linked account, including the account name, number and balance. We may make this information available to each owner and signer of any linked account. We may also send you a single combined statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. See *Combined Statements* in the *Statements and Notices* section.

## Limits on Linking Accounts

Some restrictions apply to what accounts can be linked to checking for pricing, including the following. You may only link an account to one checking account at a time. At least one of the owners of the linked account must also be an owner of the checking account. You may not link personal and business accounts together. You may not link a loan or line of credit that is in default.

We may in our discretion place other restrictions on what accounts can be linked.

## Limits on Withdrawals and Transfers from Savings Accounts

This Agreement and federal law impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings account. Please note that these limits do not apply to withdrawals and transfers you make at one of our financial centers, by mail or at an ATM.

You can make no more than a total of six transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:

- Preauthorized transfers from your savings account (including transfers for overdraft protection).
- Telephone transfers or other electronic transmissions from your savings account.
- Online banking transfers or bill payment transfers from your savings account.
- Transfers by check, draft or debit card, if allowed on your savings account.

We count a transaction on the date that we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle.

If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings account to another type of account, such as a checking account. Your funds may no longer earn interest after we convert your account.

When you use our Online Banking bill payment service, we recommend that you do not use a savings account as your bill payment account because of these limits on transfers.

Note: Even if you make no more than 6 transactions, a fee may still apply to some withdrawals or transfers. Please see the *Schedule of Fees* for your account.

# Time Deposit or CD Account

When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. We often refer to a time deposit account as a “CD” or a “Certificate of Deposit”, even though we do not issue a “certificate”.

This Agreement applies to CDs you open under your Individual Retirement Account (IRA) or Coverdell Education Savings Account (CESA) plans. Please see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and the *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional terms of these plans.

A time deposit account is neither transferable nor negotiable.

## Types of CDs

We offer several different types of CDs for personal and business customers.

The *Personal Schedule of Fees* describes our personal CDs.

The *Business Schedule of Fees* describes our business CDs.

## How we Calculate Interest on CDs

Your funds earn interest during the term of the time deposit account. We calculate interest as follows:

- Time deposits earn interest at a fixed rate except for Opt-Up® CDs and Variable Rate IRAs. Fixed rate means that the interest rate that we apply to your account on the day we open it will not change for the term of the account.
- For an Opt-Up CD, your interest rate and annual percentage yield may change. The interest rate that we apply to it on the day that we open your Opt-Up CD remains fixed throughout the term of your Opt-Up CD unless you exercise your one time option to reset the interest rate. This reset option is described in the *Schedule of Fees*.
- For a Variable Rate IRA, your funds earn a variable rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- For terms of 27 days or less, we credit interest to your account at maturity. For terms of 28 days or more, we compound interest monthly and we credit interest to your account monthly and at maturity or disburse it to you according to the interest disbursement option you select.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger balance that we determine is in the

account each day. The day we use is 365 or 366, and interest is compounded daily. We will credit and disburse your interest disbursement. (See *Disbursing Interest* in this chapter.)

- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

We generally set interest rates for new time deposit accounts based on the type of CD, the amount you deposit, and the term you select. Rates for new accounts may change daily. We pay interest only in whole cents.

We may also set interest rates based on a specific account or customer, or based on the location or channel through which we open the account. This means that the interest rate and APY we offer on the same type of CD may be higher or lower based on the specific customer, location or method of account opening. For example, a CD opened through our Online Banking channel, may earn a different rate (either higher or lower) than the same type of CD opened in a financial center or by mail. We may offer interest rate bonuses and other special promotions to specific customers or accounts. Interest rate bonuses and other special promotional offers may not apply to all customers, locations or methods of account opening.

You may obtain current rates by calling us at the number for customer service on your statement or by asking a financial center associate.

## Disbursing Interest

You may choose to have us credit your interest to your account. With this option, we reinvest the interest in your account monthly and at maturity.

Alternatively, you may have us regularly disburse the interest from your account by having us credit the interest to a Bank of America checking or savings account or by having us mail a check for the interest.

Depending on the term of your account, disbursement options include monthly, quarterly, semi-annually, annually on the anniversary date, and at maturity.

## CDs That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. We reinvest both principal

and interest unless you elect to leave your interest disbursed. (See *Disbursing Interest* in this chapter.)

When we automatically renew your CD, the term for the reinvested CD is the same length as the previous term of your account unless we notify you that we are changing the term of the CD. For time deposits with a fixed interest rate, the interest rate and APY for any renewal term is based on the rate we offer on the first day of the new term for the type of CD, amount and term of the reinvested deposit. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing accounts.

If at any maturity date we no longer offer time deposit accounts of the same term and type, we may reinvest your funds in a time deposit that we believe offers similar features.

## CDs That Do Not Automatically Renew

Some time deposit accounts do not automatically renew. If your account information states that your time deposit does not automatically renew, then your account does not earn interest after its maturity date.

## Grace Period

The grace period begins on the first day after the maturity date. The grace period is one calendar day for terms of seven through 27 days and seven calendar days for terms of 28 days or more. You may make a deposit or withdrawal, or change the length of the term, once during the grace period and, if you take one of these actions, the grace period ends on that day. If the last day of the grace period is a non-business day (a weekend or bank holiday), then the grace period ends on the last business day before that non-business day. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the type of CD, amount, and term of the deposit.

## Deposits to a CD

You may make an additional deposit to your account during its grace period. Otherwise, for all CDs except Variable Rate IRAs you may not make deposits during the term of the CD.

You may not make a deposit to a time deposit account by wire or automated clearinghouse (ACH) transfer.

## Early Withdrawals

You have contracted to keep your funds on deposit for the stated term. You may not withdraw all or part of a time deposit account except as provided in this Agreement.

At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We withdraw interest before principal. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

We calculate all early withdrawal penalties on the principal amount withdrawn at the interest rate in effect on the account on the withdrawal date. The early withdrawal penalty is:

- For CDs with terms of less than 90 days, the greater of all interest earned on the amount withdrawn or an amount equal to seven days interest on the amount withdrawn;
- For CDs with terms of 90 days up to 12 months, the penalty is an amount equal to 90 days interest on the amount withdrawn;
- For CDs with terms of 12 months up to 60 months, the penalty is an amount equal to 180 days interest on the amount withdrawn; and
- For CDs with terms of 60 months or longer, the penalty is an amount equal to 365 days interest on the amount withdrawn.

Please note that the term of a CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

We add to the early withdrawal penalty the amount of any cash bonuses we paid you when you opened or reinvested the account.

If we are required to pay an amount from your CD (e.g. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

An early withdrawal from an IRA may also be subject to additional federal tax (and possibly additional state and local taxes) if you are under age 59 1/2.

## Closing or Redeeming a CD

We may close or redeem an automatically renewable account at the end of the term. You may close or redeem your account during its grace period.

# Information About Fees and Charging Your Account

## Fees

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us.

**Account Fees** Your account is subject to the fees described in the *Schedule of Fees* that applies to your account.

- The *Personal Schedule of Fees* lists account fees that apply to our personal deposit accounts.
- The *Business Schedule of Fees* lists account fees that apply to our business deposit accounts except for Commercial accounts (the *Business Schedule of Fees* does not apply to Commercial accounts).
- The schedule that applies to your account is part of the binding contract between you and us.

The fees for many of our products and services may vary from state to state or between regions within a state. We charge account fees to you based on the state or region in which the financial center where we maintain your account is located. Account fees are not based on your state of residence or the state where you use or purchase the service. Your account fees and terms may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us.

**Fees for Other Services** In addition to checking, savings and CD accounts we also offer many other services, such as wire transfers, cashier's checks and bond redemption. You can get current information about these services and the fees that apply to them at a financial center or by calling us at the customer service number shown on your account statement. We may occasionally list fees for some of these services in the *Schedule of Fees*. Fees for these services may vary from state to state. The fees you pay for these services are those charged by us in the state where we sell you the service. We may change these fees at any time without notice.

**How We Set Fees** We set our fees based on many factors, including the value we offer, our competitive position, deterrence of misuse of an account by our customers, consideration of profit and the safety and soundness of the Bank. We may also consider costs in setting fees, but we do not set our fees based only or primarily on the direct or overall costs and expenses associated with providing the particular account or service involved.

**Calculating Balances** When we calculate an account balance or combined balance to determine whether a fee applies to

your account, we use the balance on the date we determine for each account. We may ignore accrued interest and funds subject to a hold of any type. For a balance in an account linked to a checking account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account. If a loan or line of credit is linked, we may ignore each loan or line of credit that we determine is in default.

## Charging an Account

We may deduct fees, overdrafts and other amounts you owe us under this Agreement from your accounts with us or our affiliates, except that this provision does not apply to any consumer credit covered by the federal Truth in Lending law. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. You agree to pay immediately all fees, overdrafts and other amounts you owe us.

We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay fees, overdrafts and other amounts you owe us.

Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under federal or state law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this Agreement.

Please see the *Right to Setoff* section of the Agreement for more information.

## Insufficient Funds – Overdrafts and Returned Items

You can avoid fees for overdrafts and declined or returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts, such as our Online Banking service and Online Alerts. Please see *How to Get Started* section in the *Introduction*.

We recommend that you enroll in one of the optional Overdraft Protection plans described below. These plans can help you avoid overdrafts and declined or returned items. While fees apply when you use an Overdraft Protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

### Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection plans and have enough available funds in the linked account under the Overdraft Protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

The *Schedule of Fees* for your account explains when we charge you fees for overdrafts and for declined or returned items and the dollar amount of the fees. Please review the *Schedule of Fees* for your account carefully.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. We usually make this determination once at the

end of the day when we process items. As examples of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

For some business accounts, when your account is overdrawn, we also charge you interest on the overdraft amount. Please see the *Schedule of Fees* for your account.

*What are "items"?* Items include all orders and instructions for the payment, transfer, or withdrawal of funds from your account. As examples, item includes a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, and in-person payment, transfer or withdrawal instruction. For more examples, please review the definition of items in the *Explanation of Some Terms* section.

*What are everyday non-recurring debit card transactions and what are recurring debit card transactions?* Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis. As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments.

### Extended Overdrawn Balance Charge

The Extended Overdrawn Balance Charge is an overdraft fee. This fee is in addition to Overdraft Item and NSF: Returned Item fees that may apply to your account for each overdraft or returned item. This additional charge applies to your account when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by promptly covering your overdraft – deposit or transfer enough available funds to cover your overdraft, plus any fees we assessed, within the first 5 consecutive business days that your account is overdrawn.

Please see the *Schedule of Fees* for your account for more information about this fee.

## Personal Accounts - Overdraft Practices and Settings

We automatically apply our standard overdraft practices to personal accounts. We refer to this as our Standard Overdraft Setting. We also offer an optional Decline All Transactions overdraft setting.

*With our Standard Overdraft Setting*, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. There is an exception for some ATM withdrawals. We may occasionally give you the opportunity at our ATMs to agree to our overdraft practices for a specific ATM withdrawal and, if you agree, we authorize and pay that ATM withdrawal. Please note that overdraft fees can apply to these withdrawals. We tell you at our ATM when this is available. With this overdraft setting, we may authorize and pay overdrafts for other types of transactions. Other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, ACH transactions, preauthorized payments, and automatic and online bill payments. For more examples of other transactions, please review the definition of items.

*Optional Decline All Transactions Overdraft Setting.* This is an optional overdraft setting that you can ask us to apply to your account. With the Decline All Transactions overdraft setting, you ask us not to authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. This means that you are telling us to decline or return these transactions unpaid. Please note that returned item fees can apply to declined or returned transactions. With this setting you may be offered the ability to overdraft at the ATM as described above.

*With either overdraft setting*, your account might still become overdrawn. Here is an example of how that could occur. You want to use your debit card to make a purchase and a merchant asks us to authorize the transaction. We authorize the transaction because we determine you have enough available funds in your account at this time. However, we do not receive the debit card transaction from the merchant for processing and posting to your account that day. We do receive another transaction (such as a check you previously wrote) that we process and post that day and that other transaction reduces the available funds in your account below the amount of the

debit card transaction. This means that you do not have enough available funds, when we receive the debit card transaction, it will overdraw your account.

*With either overdraft setting*, you may still incur fees for overdrafts and declined or returned items, including the Extended Overdrawn Balance Charge. Please review the *Schedule of Fees* for your account carefully.

## Business Accounts - Overdraft Practices and Settings

We automatically apply our standard business overdraft setting to business accounts. With our standard business overdraft setting, we may occasionally authorize and pay overdrafts for all types of transactions. For some business accounts, we offer an optional Decline All Transactions overdraft setting that you can ask us to apply to your account. With the Decline All Transactions overdraft setting, you ask us not to authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. This means that you are telling us to decline or return these transactions unpaid. Please note that returned item fees can apply to declined or returned transactions.

*With either overdraft setting*, you may still incur overdrafts and fees for overdrafts and declined or returned items.

## Posting Orders

We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate. When you do not have enough available funds to cover all of the items presented that day, some processing and posting orders can result in more insufficient funds items and more overdraft and returned item fees than other orders. We may choose our processing and posting orders regardless of whether additional fees result. Please see the *Processing and Posting Orders* section for more information.

## Occurrences

An “occurrence” is a day during which your account has at least one overdraft item or returned item. If we transfer your account to another financial center or convert it to a different type of account, your record of overdraft items and returned items continues to apply.

## Overdraft Protection Plans

We recommend that you enroll in one of the optional Overdraft Protection plans described below to help protect your account from overdrafts and declined or returned items. You can enroll most checking accounts and money market savings accounts in these plans. Please ask us whether your account is eligible. The fees under these plans may be less expensive than the fees for overdrafts and returned items.

The *Schedule of Fees* for your account explains the fees and other charges that apply to Overdraft Protection plans. Please review the *Schedule of Fees* for your account carefully.

Please note the following. Some of these Overdraft Protection plans are not available in all states. If the account you link for overdraft protection is opened in a different state than your primary checking account, there may be limitations on the ability to transfer funds the same day which may result in additional fees. Only one plan can be linked to an account at a time. Some accounts are not eligible for these plans. Under some plans we make transfers in a minimum amount so we might not make a transfer if you do not have at least the minimum transfer amount available under the plan. To link accounts under these plans, at least one of the owner(s) of the account must usually be an owner of the other account. Certain other restrictions apply.

**Overdraft Protection from Another Deposit Account** This plan links your account to another Bank of America deposit account for overdraft protection. The other deposit account can be a second checking account or a savings account.

When you do not have enough available funds in your account to cover an item, we may automatically transfer funds from the available balance in your other deposit account to your account. We generally charge an overdraft protection transfer fee for each transfer. Funds you deposit into your other deposit account may not be available immediately for overdraft protection transfers. If you use your savings account for this service, each transfer counts as one of the six limited transactions you are allowed each month from your savings account. We cancel this Overdraft Protection plan if your account or the other deposit account is closed.

Please see the *Schedule of Fees* for your account for more information about overdraft protection from another deposit account.

**Overdraft Protection from Your Credit Card** This plan links an eligible Bank of America credit card to your account for overdraft protection.

When you do not have enough available funds in your account to cover an item, we may automatically advance available funds

from your linked credit card account and transfer the funds to your account. An advance is made under, and is subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to fees and finance charges under your credit card agreement. For some business accounts, we may also charge an additional overdraft protection transfer fee to your account for each transfer.

Please see your credit card agreement for more information about overdraft protection from your credit card account.

**Overdraft Protection from Your Line of Credit** This plan links an eligible Bank of America line of credit to your account for overdraft protection.

When you do not have enough available funds in your account to cover a check or other item, we may automatically advance funds from your linked line of credit and transfer the funds to your account. The advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the line of credit agreement. We may also charge an additional overdraft protection transfer fee to your account for each transfer.

Please see your line of credit agreement for more information about overdraft protection from your line of credit.

# Processing and Posting Orders

## Processing Transactions and Posting Orders

Posting transactions to your account impacts your account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include teller deposits, direct deposits and credits we make. Holds include deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees.

We use automated systems to process transactions and then to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

## Posting Orders

This section summarizes how we generally post some common transactions to your account.

We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type.

After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

We start with the balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your balance. Some, but not all, of our categories are shown below. For each debit category shown below, we list some common types of debits that we assign to the category and summarize how we generally post them within the category.

- We add deposits and other credits to your balance.
- Then, we subtract from your balance in date and time order the types of debits listed in this paragraph, when our systems receive date and time information. If our systems do not receive date and time information, then we subtract the remaining debits in this category from your balance in order from the highest to lowest dollar amount.

Common Debits in This Category include:

- one-time and recurring debit card transactions;
  - withdrawals made at our tellers and ATMs;
  - one-time transfers made at ATMs, through our tellers, by telephone, and through Online Banking and Mobile Banking;
  - checks you wrote that are cashed at our tellers; and
  - wire transfers.
- Then, for other checks you wrote, we subtract from your balance checks with check numbers sequentially in check number order when our systems can read the check number. Next, checks without a check number that our systems can read are subtracted in order from highest to lowest dollar amount.
- As an example, on the same business day we receive five checks that you wrote and were not cashed at a teller. Our systems can read three of the check numbers, which are #105, #112, and #115. The other two checks do not have check numbers that our systems can read. We subtract check #105 first, then #112, and then #115. Then, we subtract the two remaining checks in order from the highest to lowest dollar amount.
  - Then, we subtract from your balance many other types of electronic debits in order from the highest to lowest dollar amount. These debits include: scheduled transfers, preauthorized or automatic payments that use your deposit account number (generally referred to as automated clearing house (ACH) debits), and Online Banking and Mobile Banking bill payments.
  - Then, we subtract from your balance most fees (such as monthly maintenance fees, overdraft item fees, returned item fees, and ATM fees) in order from highest to lowest dollar amount. Some fees may show as “processing” until the next day.

## Changing Posting Orders

You agree that we may determine in our discretion the orders in which we post transactions to your account.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

Posting Orders Determined at End of Day

We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as processing. As an example, we show some transactions as processing on the Account Details screen in Online Banking. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should note that often we do not receive debits on the same day that you conduct them. As an example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later.

We generally post credits and debits to your account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

## Overdraft Fees

We generally determine at the time we post a debit to your account whether it creates an overdraft and whether an overdraft or returned item fee applies. You should note that sometimes we authorize a transaction at a time when you have enough available funds to cover it, but because other transactions post before it and reduce your balance, the transaction creates an overdraft when we post it to your account. You can avoid fees for overdrafts and returned items by making sure that your account always contains enough available funds to cover all of your transactions. When your account balance includes some funds that are subject to a hold, dispute or legal process, you should note that those funds are not available to cover your transactions.

We offer services to help you manage and keep track of your finances, such as Online Banking and Online Alerts. Please see “How to Get Started” at the beginning of this agreement.

Our posting orders can impact the number of overdraft fees we charge you when you do not have enough available funds to cover all of your transactions. When several debits arrive the same business day for payment from your account and you do not have enough available funds in your account to cover all of the debits we receive for that day, you understand that some posting orders can result in more overdrafts, and more fees for overdraft items and returned items, than if we had used other

posting orders. You agree that we may in our discretion choose our posting orders, and also change them from time to time, regardless of whether additional fees may result.

When your account balance includes some funds that are not available at the time that we post a debit, and you do not have enough available funds in your account to cover the debit, the debit results in an overdraft and we generally charge you an overdraft item fee or returned item fee for the debit. You should note that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

## Certain Transactions Made After Business Day Ends

During processing, we generally include in your account balance some transactions that you make after the business day cut-off, but before the end of the calendar day. These transactions are described below. This can impact fees that apply to your account. The credits can help you avoid overdrafts, returned items, and related fees. However, the debits can cause you to incur overdrafts, returned items, and related fees. You should note that we show these transactions on your statement as posting to your account on our next business day.

*Credits.* We generally add to your account balance the following credits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash deposited at one of our ATMs or financial centers, and
- Transfers to your account from another deposit account with us made at one of our ATMs or financial centers, through Online Banking, Mobile Banking, or by calling customer service.

*Debits.* We generally subtract from your account balance the following debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash withdrawals made at one of our ATMs or financial centers, and
- Transfers from your account made at one of our ATMs or financial centers, through Online Banking, Mobile Banking, or by calling customer service.

# Processing Deposits and Cashed Items

We may forward deposits, cashed items and other transaction requests for an account to one of our processing centers. We may use the date that our processing center receives the transaction as the effective date of the transaction.

## Cashing Items or Accepting Items for Deposit

We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may adjust your account for any deposit errors, even if you have already withdrawn all or part of the deposit, though we reserve the right not to do so in every case.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- We may assess a charge for processing cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.
- We may require ID or impose other conditions before accepting a deposit.

**Deposit Slips** You should always use our pre-printed deposit slips with your preprinted name and account number. If you use a blank deposit slip from one of our financial centers, rather than your personalized deposit slip, we are not liable to you for errors that may result from your or our hand encoding the account information.

**Checks, Cashier's Checks, and Similar Items** We cannot generally verify that checks, money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash, or accept for deposit, a check, money order, cashier's check or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you, or this causes your account to become overdrawn.

**Foreign Items** You should be especially cautious about accepting items drawn on banks located outside of the United States. See *Foreign Items and Foreign Currency*.

## Checks Lost in the Collection Process

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check.

A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

## Collection Items

We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn.

We charge fees for processing collection items. Financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee

from the amount of the payment you receive. You have to pay these fees even if the collection item is returned unpaid.

For our current collection fees, call us at the number for customer service shown on your statement, or ask a financial center associate.

## Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn.

## Deposit Preparation and Acceptance

When you make deposits through our financial centers, including lobby boxes, ATMs, night depositories and other automated depositories, or by mail, we may use the method of delivery to our branch or processing center to determine when we accept the deposit, when you receive credit for the deposit, and whether deposit fees apply.

If we credit your account for a deposit and provide you with a receipt, we may use the amount shown on the deposit slip or otherwise specified by you. The amount of the credit is subject to subsequent verification by us and, after review, we may adjust your account for any errors, though we reserve the right not to do so in every case.

Any of our employees or authorized agents may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made through the mail, a lobby box, a night depository, or other automated depository. You agree not to dispute that employee or agent's determination of the amount you delivered. The funds will be accepted for deposit after the counting has been completed and we have verified the amount, if we opt to do so. The funds will be made available to you in accordance with our funds availability schedule at that time.

If you make your deposit through a mechanical or automated depository such as an ATM or night depository, you agree to exercise due care in opening, closing and properly securing the depository.

If your deposit includes items that we do not accept for deposit, we may hold those items until claimed by you.

## Deposit Error Correction

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip. You must ensure that the amount declared on the deposit slip is cor-

rect even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account, though we reserve the right not to do so if the error in completing the deposit slip was apparently inadvertent and is less than our standard adjustment amount. In that case, we may not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

## Encoding Deposits

If you are a business client, you may ask us for permission to encode the MICR (Magnetic Ink Character Recognition) line of an item you deposit with us. If we permit this, you agree to follow the instructions we give you for preparing and encoding your deposits. If you make an encoding mistake that results in costs, losses or damages to us, you agree to reimburse us for our costs, losses and damages, including attorneys' fees. We may charge them to your account. We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

If our equipment is unable to read what we consider a significant number of your encoded items, we may refuse to accept some or all of your items and we may charge you fees for each item we do accept.

You must provide us with a replacement or a copy of each original check if the deposit is lost or destroyed. We are not liable to you if you are unable to do so.

## Endorsing Checks

We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item or may require you to have their endorsement guaranteed before we accept an item.

We may accept for deposit checks payable to any signer on your account when endorsed by any other signer.

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1 1/2 inches from the trailing edge of the back of the check. You must also

confine information that you place or have preprinted on the back of your checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements. The trailing edge is the left side of the check when you look at it from the front.

If you endorse a check outside of that area, mark or otherwise obscure the other area or a prior endorsement or make an endorsement that is illegible or incomplete, we may refuse the item or we may accept such nonconforming endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result.

If it becomes necessary for us to return one of your checks, your endorsement or information placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with the depository or another bank's endorsement.

### Identifying the Account for Your Deposit

You must correctly identify the account to which you want funds deposited. We may credit a deposit to an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made.

### Overpayments and Reversals

If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account, even if this causes your account to become overdrawn. If the funds were transferred from your account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

### Returned Items

This section applies to items that you deposit or that we cash for you (a "cashed or deposited item") and includes items drawn on us as well as items drawn on other financial institutions. You are responsible for returned items.

If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other bank finally paid the item or returned the item in

accordance with applicable law or the bank's clearinghouse rule. We may also deduct from your account any interest you may have provisionally earned on the item. We may charge you a fee for each returned item. Different fees may apply to domestic and foreign items. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic, automated clearinghouse ("ACH") or other means or on the day we receive notice that the item is being returned to us - whichever is earlier.

As an example: if an item deposited in your account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your account or place a hold on the amount of that item against your account until the claim is finally resolved. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your account. We are not liable to you if there are insufficient funds to pay your items because we withdraw funds from your account or in any way restrict your access to funds due to a hold or debit to your account in connection with a returned item. You agree to repay immediately an overdraft caused by a return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document ("IRD") or an image, instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we may send you a notice. We do not send a notice about returned checks of less than \$2,500.

### Substitute Checks

You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents

an IRD that cannot be substituted for a check and have not been previously endorsed by a bank. If you cash or deposit such an item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all claims, losses, costs and damages we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

### Third-Party Endorsements

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification.

## When Funds are Available for Withdrawal and Deposit Holds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day of your deposit. However, in some cases we place a hold on funds that you deposit by check. A hold results in a delay in the availability of these funds. When we place a hold, you will have to wait a few days before being able to use the funds. When we decide to place a hold at the time you make your deposit, the teller or ATM gives you a notice that lets you know funds are on hold. For ATM deposits, the hold notice is usually included on the ATM receipt. The hold notice will let you know the date and the time when the funds will be available for you to use. In some cases, you will not get the hold notice from the teller or ATM, but later by mail. You can avoid holds by using direct deposit or wire transfer.

In many cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. This means that, from time to time, a deposited check may be returned unpaid after we made the funds available to you. Please keep in mind that even though we make funds from a deposited check available to you and you withdraw the funds, you are still responsible for problems with the deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

While we generally apply our funds availability policy to deposits you make to savings accounts (including money market savings

accounts), and to deposits you make using a mobile device, please note that our funds availability policy does not apply to these deposits, and we may delay availability of funds from these deposits.

### Your Ability to Withdraw Funds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day we receive your deposit. Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) and incoming wire transfers available to you on the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit on a business day that we are open at one of our financial centers before 2:00 p.m. local time, or at one of our ATMs before 5:00 p.m. local time in the state where we maintain your account, we consider that day to be the day of your deposit. However, if you make a deposit after such times, or on a day when we are not open or that is not a business day, we consider that the deposit was made on the next business day we are open. Some locations have different cutoff times.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available no later than the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available by the first business day after the day of your deposit, we generally notify you at the time you make your deposit. We also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we mail you the notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.

- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

### Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 days the account is open. Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks are available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 is available by the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit. Funds from all other check deposits are generally available by the fifth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

### Government Checks, Cashier's Checks and Other Special Types of Checks

Our policy is to make funds from U.S. Treasury checks that are payable to you available no later than the first business day after the day of the deposit.

If you make the deposit in person to one of our employees, and meet the other conditions noted below, our policy is to make funds from the following types of deposits available no later than the first business day after the day of your deposit:

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check.
- Cashier's, certified and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders that are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), our policy is to make funds from these deposits available no later than the second business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

### Cash-Withdrawal Limitation

If we delay availability of your deposit, we place certain limitations on withdrawals in cash or by similar means. In general, \$200 of a deposit is available for withdrawal in cash or by similar means no later than the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash or by similar means at or after 5:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash or by similar means on the following business day.

Similar means include electronic payment, issuance of a cashier's or teller's check, certification of a check, or other irrevocable commitment to pay, such as a debit card transaction.

### Holds on Other Funds

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

## Processing Withdrawals

We may forward withdrawals and other transaction requests for an account to one of our processing centers. We may use the date that the processing center receives the transaction as the effective date of the transaction.

### Cashing Checks for You

Check cashing services may not be available at some financial centers. We may occasionally refuse to cash a check written to you. If we do cash such a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to become overdrawn, and we may charge you a fee.

We may cash checks payable to the state in your account when endorsed by any other signer.

If you ask us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us.

### Cashing or Accepting Your Checks for Others

When a person with a check or other item drawn on your account asks us to cash it or accept it for deposit, we may: require identification satisfactory to us; charge them a fee for cashing the check; and require their fingerprint. We may also impose additional requirements. We may refuse to cash a check for a person who is not our loan or deposit customer.

If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check or accept it for deposit. We are not liable to you for refusing to cash or accept the check, or for charging a check cashing fee.

When we cash your check, or accept it for deposit, we may do so without reviewing your account at that time to see whether you have enough available funds to cover the check.

### Checks with Legends or Restrictions

Some customers print or write legends or restrictions on their checks. Sometimes the person to whom the check is payable prints or writes a legend or restriction on the check. Legends and restrictions include conditions, special or restrictive instructions, and other notations. Some examples are: "not valid after 60 days", "not valid over \$1,000" or "paid in full". We may disregard legends and restrictions. We may pay the item even if the legend or restriction has not been met. We are not liable to you for any claims, costs, losses or damages that result from the placement of these legends or restrictions on your checks, or from our failure to abide by them.

### Collection Items

When another financial institution submits to us for collection an item drawn on your account, we may charge the other financial institution a fee. When you do not have enough funds in your account for us to process a collection item drawn on your account, we may charge you an overdraft or returned item fee.

### Check Stock and Ink

You agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if: you elect to have your

checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

### Converting Checks to Electronic Debits

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check) and then sends us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit may give you notice of the conversion and destroy the original check.

### Examining Checks

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Although we may visually review a sample of checks and other items from time to time, reasonable commercial standards do not require us to do so.

We select some checks for review based on certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does

not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

### Items Resulting from Voluntary Disclosure

If you voluntarily disclose your account number to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. We may pay these items and charge your account.

### Large Cash Withdrawals

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a financial center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

### Paying Checks and Other Items

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution — whichever is earlier. If you do not have

sufficient available funds to cover the item, we decide whether to return it or to pay it and overdraw your account.

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

When you deposit checks or other items that are drawn on another account with us, we may treat such items as presented to us for payment on the business day that they are received by our office that processes checks drawn on the other account.

### Stale-Dated and Postdated Checks

If a stale-dated check — that is, a check dated more than six months in the past — is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check — a check dated in the future — is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it. See the *Stop Payment Orders and Postdating Orders* section.

### Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check, instead of the original item. We may act upon presentment of an IRD, indemnified copy, substitute check, or image of your check and pay these items against your account, just as if the original item had been presented.

### Unpaid Items

If we decide not to pay a check or other item drawn on your account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep either the original, an image or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

## Substitute Checks and Your Rights

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

### What is a substitute check?

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

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

### What are my rights regarding substitute checks?

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

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

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

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the telephone number listed on your account statement, or write to us at:

Bank of America  
Attn: Research and Adjustments  
P. O. Box 31590  
Tampa, FL 33631-3590

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

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

# Notices, Statements and Other Communications

## General Terms for Notices, Statements and Other Communications

Please review promptly all notices, statements and other communications we send you. In this section “communications” means all notices, statements and other communications we send you.

We may provide communications in English. Many communications will be notices of change affecting your rights and obligations. If you have questions about any of them or difficulty reading English, please call us at the number for customer service on your statement.

We may:

- address communications to one account owner;
- provide communications in English, even though we may have given you account opening documents and disclosures in a language other than English;
- destroy communications that are sent to you and returned to us as being undeliverable, along with any accompanying checks and other items;
- authorize the Post Office or an agent to destroy communications, along with accompanying checks and other items, that the Post Office informs us are undeliverable; and
- stop sending communications to you until a new address is provided to us if one or more communications that we mail to you are returned to us as being undeliverable.

We are not responsible for communications, or for any checks or other accompanying items, lost while not in our possession.

If we receive communications that we sent you at a financial center, they are deemed to have been delivered to you at the time that they are available to you at the financial center.

**Electronic delivery of communications** We recommend that you use our Online Banking service and receive your communications electronically. When you use electronic or paperless delivery, we deliver communications to you by placing them in Online Banking. You can find your account statements, notices, and other eligible documents in Online Banking within the statements and documents area of your account details page. Communications currently available for electronic delivery are listed in the statements and documents area of Online Banking.

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When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement.

If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices or statements to you because we consider your account dormant or because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our financial centers. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

## Statements

We provide you with a single statement when there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You may generally obtain an additional copy of your statement for a fee.

We recommend that you use our Online Banking service and receive your statements electronically.

If your statement is received at one of our offices, we may mail it to you or destroy it, along with any accompanying checks and other items.

**For checking, money market savings and business savings accounts,** we provide you with a monthly statement. Statement cycles generally vary from 28 to 33 days and may end on different days during the month. A statement cycle can be shorter than monthly. As examples, a statement cycle may only be a few days in length for the first statement cycle after an account is opened or when a statement date is changed to link accounts for combined statements. If you want to know the date your statement cycle ends, call us at the number for customer service on your statement.

**For Regular Savings accounts,** we provide you with a quarterly statement. If you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, we provide a statement for that month.

**For analyzed business checking accounts,** you can elect to receive an additional monthly account analysis statement. This statement includes balance and float information, quantity of

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For IRAs, we provide you with a quarterly statement.

**Combined Statements** With combined statement service we provide a single statement that reports activity for all accounts linked for this service, instead of separate statements for each linked account.

Accounts with at least one common owner may be linked and reported on a combined statement, either automatically or at your request. When accounts are reported on a combined statement, you understand and agree that each owner and each signer of any linked account can review information about all linked accounts. As an example: If you own a checking account jointly with others and you link your individual savings account to this checking account for combined statement service, then each of the other owners and signers of the joint checking account can review information about both the checking account and your individual savings account. You should not link accounts for combined statement service that you do not want others to see.

You must generally request combined statement service and tell us what accounts you want us to link and report on a combined statement. In some cases, however, we may automatically send you a combined statement. As an example: we may automatically link accounts that have the same owners and provide a combined statement for those accounts.

We may restrict what accounts can be linked for a combined statement. Please note that combining accounts on a single statement does not mean they are also linked for pricing. To determine which accounts can be linked, or to link accounts, for combined statements or for combined balances (pricing), please call us.

## Check Image, Safekeeping and Enclosure Services

For most accounts, we offer the following options regarding your canceled checks.

**Check Image Service** We provide with your statement an image of the front of each of your canceled checks that we post to your account during the statement cycle. We print images of your checks up to 10 images on a page. We do not return your canceled checks. In some states and for some business accounts we provide an image of the front and back of your canceled checks. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

We store copies of your canceled checks (usually on microfilm or as a digital image) and then destroy the checks. Copies of checks are generally available for seven years from the date

the checks are paid. See *Check Copies in Other Terms and Services*.

**Check Safekeeping Service** We report on your statement information about canceled checks (check number, amount and date posted) that posted to your account during the statement cycle. You do not receive your canceled checks with your account statement. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

If your statements are returned to us, you automatically receive check safekeeping service. If you usually receive your checks with your statement but we are unable to return them because of circumstances beyond our reasonable control, we may convert your account to check safekeeping service.

We store copies of your canceled checks (usually on microfilm or digital image) and destroy the checks. Copies of the checks are generally available for seven years from the date the checks are paid. See *Check Copies in Other Terms and Services*.

If you use our check safekeeping service, we cannot provide a copy of a check that posted to your account, and you lose money as a result, we may cover the loss up to the amount of the check. However, we are not liable to you for consequential loss or damage of any kind.

**Check Enclosure Service** *This service is no longer available for most accounts.* We return with your statement canceled checks that we received and posted to your account during the statement cycle. We may also provide you with images of your canceled checks.

We may not return some of your canceled checks. For example, if a check that you write is converted into an image or electronic debit during the check collection process, your check is not sent to us and, as a result, we cannot return the check to you. In some cases, we may receive a substitute check (also called an image replacement document) instead of your check. We do not return substitute checks with your statement.

## Your Address and Change of Address

We may send notices, statements and other communications regarding your account to you at the electronic or street address we have in our records for your account.

You agree to notify us if you change your address. If the United States Post Office or one of its agents tells us that your address has changed:

- we may change your address on our records to the address specified by the Post Office; and
- we may send notices, statements and other communications regarding your account to that new address.

# Actions You Can Take to Help Protect Your Account

Your role is extremely important in helping to prevent the wrongful use of your account. Please consider the measures below to help you protect your account.

**Stay Informed** We offer several services you can use to help you keep track of your account on a daily basis. You can use our Online Banking service to review your accounts and Online Alerts to receive notice of account balances and activity. Please see the information about these services in *How to Get Started*.

**Be Cautious about Giving Out Your Personal information** We will not send you e-mails requesting personal information. If you receive an e-mail that seems to come from us and requests personal information, do not answer it. Instead, please contact us immediately at the number on your statement.

**Be Cautious about Accepting Checks, Money Orders and Cashier's Checks, especially from Strangers** You should be cautious about accepting checks, money orders and cashier's checks (especially, foreign checks) from strangers. Sometimes they are fraudulent or counterfeit. We cannot verify that a check, money order or cashier's check that purports to be issued by another company or financial institution is authentic, or has any value at all, when you give it to us and ask us to cash or deposit it.

We ordinarily make funds from a check you deposit (or we cash for you) available to you sooner than we are able to collect the check or determine whether the check is any good. If the check is returned to us unpaid for any reason, you are still responsible for the check. We charge your account for, and you will have to repay us, the full amount of the returned check. A check may be returned because it "bounces" or because the check is fraudulent, counterfeit or invalid for some other reason.

One way to help protect yourself is to take the check to the bank, company (such as Western Union) or service (such as the U.S. Postal Service) that issued it and redeem the check for cash. For more information on how to avoid being a victim of fraud, visit [bankofamerica.com](http://bankofamerica.com), or consult trusted organizations such as your local Better Business Bureau or the Federal Citizen Information Center. The following website is also a good resource - [www.fakechecks.org](http://www.fakechecks.org).

**Review Statements and Report Suspected Problems Immediately** You must promptly review the notices, statements and other communications, along with any accompanying checks and other items, we send you. You must also report

problems or unauthorized transactions immediately by calling the number for customer service on your statement. See *Reporting Problems*.

**Identity Theft** Identity theft occurs when someone uses your personal information without your permission to take over your existing account or to open new accounts in your name. Identity theft often begins with the loss or theft of a wallet or purse. Criminals can also obtain your personal information by stealing records from your trash or sending fraudulent e-mails to you requesting your information.

You should destroy or shred account statements, checks, deposit slips and other documents with your personal information before you throw them away.

## Other Actions You Can Take

Here are some other actions you can take to help control your risk. This is by no means a complete list of preventive measures. You may want to take other or additional actions.

- Do not share your passwords, user numbers or Personal Identification Number (PIN) for Online Banking or your ATM or debit card.
- Call us if your new check order or debit card does not arrive within 14 business days.
- Be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.
- Do not give anyone a pre-signed blank check. Do not give anyone permission to sign your name on a check.
- Do not preprint your driver's license or Social Security Number on your checks.
- Write checks in a dark colored permanent ink and fill in all lines. Make sure the written and numeric amounts match, are readable and begin on the far left of the line so additional numbers or words cannot be added.
- Write and sign your checks clearly, because illegible checks are easier to forge.
- Use tamper resistant checks. If you do not order checks through us, ask your check vendor about tamper resistant checks.
- Store blank checks, deposit slips and statements in a safe place and audit your check stock frequently. When discarding, destroy them by shredding or other means

secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

- Use the same precautions that apply to your checks to your endorsement and signature stamps.
- Do not leave outgoing mail in an unlocked collection box or in your residence mailbox. Deposit outgoing mail in a locked Postal Service mail deposit box.
- Keep accurate records of your transactions and reconcile your statements as soon as they are made available to you. Pick up your mail every day. When reviewing your statements, watch for:
  - Checks cashed out of sequence or made payable to cash
  - Use of a check number from a previously cleared item
  - Balance discrepancies or unexpected fluctuations
- Reconcile your account yourself. If you have authorized someone else to transact on your account and you do not reconcile your account yourself, someone other than an authorized signer should reconcile your accounts.
- Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks.

## Reporting Problems

If you find that your records and ours disagree, if you suspect any problem or unauthorized transaction on your account or you do not receive a statement when expected, call us immediately at the number for customer service on your statement. If you fail to notify us in a timely manner, your rights may be limited.

This section does not apply to electronic fund transfers that are subject to Regulation E. If we have a specific agreement with you for a service or this Agreement has specific provisions for a service (such as the *Funds Transfer Services* section), these provisions supplement the specific agreement and provisions to the extent they are not inconsistent.

## Your Responsibility

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, Personal Identification Numbers and other access devices. It is your responsibility to keep them safe and

secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information. We may also deny your claim if you do not monitor your account and report problems as provided in this section. Please review this *Reporting Problems* section carefully.

In some states we offer certain fraud prevention and detection products and services to business customers. If we have offered you one or more of these services, and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

## What Are Problems and Unauthorized Transactions

Problems and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. This is not a complete list.

## Reviewing Your Account Statements

Your review of your statements, checks and other items is one of the best ways to help prevent the wrongful use of your account. You agree:

- to review your statements, checks and other items and reconcile them as soon as they are made available to you;
- that our statements provide sufficient information to determine the identification and authenticity of any transaction including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- to report any problems or unauthorized transactions as soon as possible; and

- that 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60-day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account. For substitute checks, you must notify us within 40 days to qualify for an expedited recredit. See section titled *Substitute Checks and Your Rights*.

### We Are Not Liable If You Fail To Report Promptly

Except as otherwise expressly provided elsewhere in this agreement, if you fail to notify us in writing of suspected problems or unauthorized transactions within 60 days after we make your statement or items available to you, you agree that:

- you may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and
- you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

Except as otherwise expressly provided elsewhere in this agreement, we are not liable to you for subsequent unauthorized transactions on your account by the same person if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction.

For business deposit accounts, also see *Electronic Banking Disclosures* in the *Electronic Banking Services* section and *ACH Debits and Credits* in the *Funds Transfer Services* section.

### Written Confirmation and Other Assistance

If you report to us that an unauthorized transaction has occurred on your account, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request.

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against

the person responsible. You must file reports and comply with appropriate law enforcement authorities.

If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the defect in the statement or item, unauthorized transaction or other problem and your agreement that we can charge the full amount to your account.

### Our Investigation and Maximum Liability

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you.

### Business Insurance

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

### Opening a New Account

If you or we suspect that your account is or may be compromised, we may recommend that you close your account and open a new account. If there are any unauthorized transactions on your account, we recommend that you close your account and open a new one. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

## Foreign Items and Foreign Currency

### What is a Foreign Item

A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch of a bank located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars. Some are payable in a foreign currency.

### Be Cautious About Accepting Foreign Items

You should be cautious about accepting foreign items because foreign items are not subject to United States laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the United States. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss.

### Currency Exchange Rates

We may receive transactions related to your account or relationship with us for which we determine that it is appropriate to convert the transaction from a foreign currency to United States dollars or from United States dollars to a foreign currency. As an example, we receive a wire denominated in a foreign currency for credit to your account. When we decide to convert a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk and credit risk. We are not liable to you if our currency exchange rates are different from rates: offered or reported by third parties; offered by us at a different time, at a different location or for a different transaction amount; or which involve different payment media (such as bank-notes, checks and wire transfers). You acknowledge that:

- our currency exchange rates for retail and commercial transactions, and for transactions effected after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large inter-bank transactions effected during a business day (the rates reported in *The Wall Street*

*Journal* or elsewhere are usually for large inter-bank transactions);

- currency exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates; and
- currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

### Wires Sent to a Foreign Currency Account

When you send a wire denominated in United States dollars to an account denominated in a foreign currency, an intermediary bank or the receiving bank may convert your wire into the applicable foreign currency and we may receive compensation in connection with any such conversion. When this occurs, the intermediary bank or the receiving bank determines in their discretion the currency exchange rate. We are not responsible for the exchange rate set by an intermediary bank or the receiving bank.

### You May Not Write Foreign Currency Checks

You may not write checks or give other withdrawal orders on your account, which order payment in a foreign currency. If we receive such a check or order, we may refuse to accept or process it without any liability to you.

### Processing and Collecting Foreign Items

We may refuse to accept a foreign item for deposit or collection. If we accept a foreign item for deposit or collection, you assume all the risks relating to or arising from: the collection process, a late return and changes in currency exchange rates.

If we accept a foreign item for deposit or collection, we may decide not to credit the value of the foreign item to your account until we receive the proceeds in cleared funds from the paying bank. However, if we do credit your account, the credit is provisional and we may reverse the credit at any time.

If we accept an item for deposit which we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have for your account statement. You may ask us to send the item for collection.

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection

process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

If you request, we will try to determine the status of a collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we may charge your account for the foreign item and mail the foreign item to you at the address we have for your account statement. Even though the item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection process.

When we credit your account for a foreign item, we use our applicable currency exchange rate on the day we credit the item to determine the amount of the credit. When we reverse a credit for a foreign item, we use our applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

## Other Terms and Services

### Account Changes

You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so.

You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account.

You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers.

After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change to your account.

### Automatic Transfer Service

You may have funds transferred automatically from most Bank of America checking or savings accounts to another Bank of America checking or savings account or to pay a Bank of America loan or credit card account or safe deposit rental fee.

Federal regulation and this Agreement place limits on the number of automated transfers you may make from savings accounts each month. Please see “*Limits on Withdrawals and Transfers from Savings Accounts*”. Certain other restrictions apply.

You must schedule transfers to pay a Bank of America loan for the due date each month. In most other cases, you may schedule transfers periodically on the dates and for the amounts that you specify. Transfers can only be made on a business day. If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

### Check and Deposit Slip Fees

We offer checks, withdrawal forms and deposit slips in a number of styles and at various prices. We recommend that you use checks and other forms that we provide.

You are responsible for verifying the accuracy of all information on your checks and other forms, whether obtained through others or us. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us. Check deposits with a retired routing number will be returned unpaid.

We may refuse to accept checks or other forms that you create or someone else provides that do not meet our then current specifications, even if they met our specifications at the time they were initially drawn. You may obtain a copy of our printing specifications by calling the telephone number on your statement or asking your account representative. These specifications include the magnetically encoded numbers, the size of the check and the weight, color and type of paper. If you create or obtain checks or other forms from someone else and our automated check processing systems are unable to read or process them, we may refuse to accept them and we may charge you a fee for each check or other item that we are unable to read or process through our automated systems.

### Check Copies

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. We have no obligation to retain the original check. We typically keep the copies on microfilm or as a digital image. If a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. After seven years, we may destroy the copies.

**Requesting Copies** You may request a copy of a canceled check by calling us at the number for customer service on your statement. To produce a copy, we need the account number, check number, exact amount of the check, and date the check was paid. This information is on your statement. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. A fee may apply to each check copy. Please see the *Schedule of Fees* for your account.

If a check that you wrote was converted to an electronic debit, then the check was not sent to us for processing so we do not have a copy. We list these electronic debits on your account statement.

### Compliance

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney’s fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

### Conflicting Demands and Disputes

We are not required to make payment from an account to a signer, a payee, a beneficiary of a trust account or Payable on Death (POD) account, or to any other person claiming an interest in any funds in the account:

- if we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the account proceeds or
- if we are otherwise uncertain as to who is entitled to the account funds.

We may notify all signers, beneficiaries, payees, and other persons claiming an interest in the account of the dispute or uncertainty without liability to you.

We also may, at our option and without liability to you, take one or more of these actions:

- continue to rely on current signature cards and other account documents;
- honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim;
- freeze all or part of the funds until the dispute is resolved to our satisfaction;

- close the account and distribute the account balance, subject to any bank claims, to each claimant payable jointly, or payable individually in equal shares to each claimant;
- pay the funds into an appropriate court for resolution; or
- refuse to disburse any funds in the account to any person until such time as: all persons claiming an interest in the account consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing.

You are liable for all expenses and fees we incur, including attorneys' fees, and we may charge them to your account.

### Converting an Account

We may convert your account to another type of account, revoke privileges or close your account:

- if you make frequent transactions on a savings account;
- if your account frequently has debits against uncollected funds;
- if your account has excessive deposit activity;
- if you use a personal account for business purposes; or
- when we consider it appropriate or necessary to do so.

If we discontinue your type of account, we may convert your account to another type of account. We may also convert your account to another type of account based on our evaluation of how you use the account. If we convert your account, we will send you information about your new account.

### Cutoff Time for Receipt of Orders

Our cutoff time for receipt at a financial center of an order relating to your account is 10:00 a.m. local time or, if later, one hour after the financial center opens each business day. Orders include a stop payment order or postdating order, restraining order, writ of attachment or execution, levy, garnishment and any similar order.

The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

For example, if you give us a stop payment order after our cutoff time and the item you want to stop was previously presented for payment or otherwise before we have the opportunity to act on your order, your order comes too late to stop payment on the item. Or, if we receive a levy before the cutoff time and you do not have enough funds in your account to cover both the levy and all items presented against your account the previous business day, we may return one or more items and apply the funds to the levy.

### Death or Incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis.

If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions.

When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

We may accept and comply with court orders, and take direction from court appointed personal representatives, guardians, or conservators from states other than where your account was opened or where the account, property or records are held. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

### Facsimile Signature

A facsimile signature can be a convenient method for signing or endorsing documents and other items. If you use a facsimile signature, you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized. You are responsible even if the

size, color or of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

### Deposit Insurance – Bank Assessment for Business Accounts

For some business accounts, we may charge you an assessment related to deposit insurance, based in part on the assessment rate the FDIC charges us. The assessment may include deposit insurance charges, Financing Corporation (FICO) assessments and other fees, charges and assessments provided by law. The assessment rate is variable. We may change it in our discretion at any time without notice. The amount of the assessment will appear on your statement.

### Fingerprint

If a person to whom you gave your check asks us to cash the check, we may require them to place their fingerprint on the check. If they refuse to provide their fingerprint, we may refuse to cash the check. We have no liability to you for refusing to cash the check.

### “Freezing” Your Account

If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we freeze your account without being liable to you.

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. Notice may be made by mail or verbally or provided by other means such as via Online Banking or text alerts as permitted by law or by updated balance information. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

### Indemnification and Limitation of Liability

You agree to reimburse us for all claims, costs, losses and damages (including fees paid for collection) we may incur with

respect to overdrafts or returned deposits in connection with your account.

We are not liable to you for errors that do not result in a financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

We are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include: a natural disaster; emergency conditions, such as fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

Except as limited by applicable law, we are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited.

You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care.

Any loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss and to provide us information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the loss. If we reimburse you for a loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement.

## Legal Process – Subpoena and Levy

“Legal process” includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order.

We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

We may charge your account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your account, such as expenses for research and copying of documents. The fees and expenses may include attorneys’ fees. We may deduct these fees and expenses from any of your accounts without prior notice to you.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process.

We may produce documents held at, or provide access to property that is located in, any of our facilities or any facility operated by a third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with legal process as provided in this section or by law.

## Multiple Signatures Not Required

We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us.

We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/withdrawal requests. We may pay out funds from your account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

## Notice of Withdrawal

Federal regulations require us to retain the right to require all savings and all NOW account depositors to give seven days’ written notice before making a withdrawal. It is unlikely, however, that we would require this notice.

## Powers of Attorney/Appointment and Payment to Agents

You may decide to appoint someone to act for you as your agent or attorney-in-fact (“agent”) under a power of attorney. Please note that the form must be satisfactory to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

For our customers’ convenience we have a banking power of attorney form, which is available at many of our financial centers. If your state has a statutory form power of attorney, we also generally accept that form. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize the authority of your agent to act on your behalf without question until we receive

written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require a separate form for each agent and for each account for which you want to grant power of attorney. We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent’s powers continue in spite of your incapacity.

## Records

We may in our discretion retain records in any form including, without limit, paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

## Right of Setoff

We may take or setoff funds in any or all of your accounts with us and with our affiliates for direct, indirect and acquired obligations that you owe us, regardless of the source of funds in an account. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations or where otherwise prohibited by law. Your accounts include both accounts you own individually and accounts you own jointly with others. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your account for obligations you owe us.

If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us and with our affiliates to obligations you owe us.

If you are a sole proprietor, we may charge any of your personal or business accounts. We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. We may use

funds held in your individual accounts to repay your obligations to us, whether owed by you individually or jointly with another, including: obligations owed by you arising out of another joint account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds.

If we take or setoff funds from a time deposit account, we may charge an early withdrawal penalty on the funds withdrawn.

We may take or setoff funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account to pay your checks and other items.

Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay overdrafts, fees and other obligations you owe us.

This section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect and acquired obligations you owe us.

## Sample of Your Signature

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears.

If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

## Stop Payment Orders and Postdated Orders

**Acceptance of Stop Payment Orders** If we have not already paid a check or other item that is drawn on your account, then at your request and risk we may accept a stop payment order on it. You may not stop payment on a check if you use as identification for the check your Bank of America ATM card or debit card. You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer.

**Postdated Orders** If you write a postdated check (that is — you put a future date on the check), you may ask us not to pay the check before its date by giving us a stop payment order. Otherwise, we may pay it and deduct the amount from your account even if it is presented for payment before its date.

If we receive a postdated check that is subject to a stop payment order, we may return the check “payment stopped”, “refer to maker,” or with a similar designation.

**Placing A Stop Payment Order** We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. We may require you to complete a form authorizing the order. You must give us sufficient notice and information so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We may charge you a fee for each stop payment order and each renewal of the order.

We use a computer system to identify items. Therefore, to place a stop payment order on a check or draft, we need specific information to process the request, such as the account number, the routing number, the name of the party to whom the item was made payable, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item. Please see the *Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds Transfers* section for information about how to stop those types of payments.

In some cases, we may pay an item even if an order is in effect. For example, if one of our financial centers, without notice of your request, pays a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after six months. However, we may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after six months, you must ask us to renew the order. Each request for a renewal is treated as a new order. If you want the order to expire in less than six months, you must ask us to cancel the order on or after the date you want it to expire. We may accept a written or oral instruction to cancel the order. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed. If the item is presented

to us for payment after the stop payment order expires, we may pay the item.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

**Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds Transfers** If you have told us in advance to make regular payments out of your account (such as recurring debit transactions) or if you have authorized someone else to debit your account through the ACH system, you can stop these payments.

Here’s how: Call us at 1.800.432.1000 or write us at Bank of America Customer Service, P.O. Box 25118, Tampa, FL 33622.

You must notify us in time to receive your request at least three business days before the payment order is scheduled to be made. If you call us to stop the payment, we may require you to confirm the request in writing. If you do not notify us in writing, we may remove the stop payment after 14 days. We may charge you a fee for each stop payment order you give.

Stop payment orders for preauthorized (recurring) payments do not expire without action on your part, including recurring debit card and ACH transactions. Should your debit card number change, please contact us to place a new stop payment on the transaction on your new card.

To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), and the exact company name used by the sender of the ACH debit, and some of the other information listed under *Placing a Stop Payment Order*. You can obtain the company name used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name of the sender, but this may stop all ACH items from this sender. If you give us the wrong company name or if the sender changes the company name, we may pay the item.

To place a stop payment on other preauthorized (recurring) transactions, you must give us the identifying information we request. You may be able to give us a specific expiration date for certain stop payment orders if you choose to do so.

You must notify the payee that you have withdrawn your authorization for any preauthorized (recurring) transaction.

#### *Notice of Varying Amounts*

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to receive this type of notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### *Liability for Failure to Stop Payment*

If you order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us all of the information we requested, and we do not stop the payment, we will be liable for your losses or damages directly caused by our failure to stop the payment.

### **Subaccounts**

For regulatory accounting purposes, we may classify checking accounts as two subaccounts: a checking subaccount and a savings subaccount. For interest bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both subaccounts. For non-interest bearing checking accounts, we do not pay interest on either subaccount. We may transfer funds between these subaccounts. We record the subaccounts and any transfers between them on our internal accounting records only. Otherwise, the subaccounts are subject to the same terms as the checking and savings accounts described in this Agreement.

### **Unclaimed Property – Accounts Presumed Abandoned or Inactive**

State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state listed in the address for your account statement.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state’s unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this

address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- charge dormant account fees on the account in addition to regular monthly maintenance and other fees,
- stop sending statements,
- if the account received interest, stop paying interest on the account; and
- refuse to pay items drawn on or payable out of the account.

If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

### **Verification of Transactions and Right to Reverse Transactions**

Transactions, including those for which we provide a receipt, may be subject to subsequent verification and correction, though we reserve the right not to do so in every case. We do not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you, if we opt to do so.

### **Waiver, Severability, and Change of Law by Agreement**

**Waiver** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

**Severability** A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**Change of Law by Agreement** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law

can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

## Electronic Banking Services

We offer a variety of electronic banking services for use with your deposit accounts. We describe some in this section and also provide certain disclosures that apply to use of an electronic banking service with personal deposit accounts. We provide separate agreements to you that govern the terms of some services, including separate agreements for ATM and debit cards and Online and Mobile Banking services. Please review the following provisions and the separate agreement for the service.

### Types of Electronic Banking Services

#### ATM and Debit Cards

We may issue you an ATM or debit card (either is called a “card”) and a personal identification number (PIN) when you open your account. The terms that govern this service are in a separate agreement that you receive with your card. Please review that agreement carefully.

There are daily dollar limits for withdrawals and purchases. We provide your card limits to you as part of the separate agreement for card services. We may occasionally decide not to issue a card or code to a customer. We may suspend or terminate a card or code at any time without cause or notice.

The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

**At ATMs** You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, and find out balances. At most ATMs that are prominently branded with the Bank of America name and logo, you can also use your card and PIN with linked accounts to make deposits and make payments to qualifying Bank of America credit cards and loans.

**At participating merchants** You can use your card with linked accounts at participating merchants to purchase goods and services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

**At participating financial institutions** You can use your card with linked accounts at participating financial institutions to obtain a cash withdrawal from a teller.

**Payments, Credits, and Transfers** You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearing-

house association) or other similar network. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
- Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for bank number and account information from your check or a canceled check to create these orders; and
- A “check conversion” transfer, where a merchant or other payee uses a check that you have written to create an electronic transfer from your account. The merchant may either keep the check you wrote or return it to you.

**Online and Mobile Banking** Online and Mobile Banking services are governed by a separate agreement. You receive the agreement for the service at the time you enroll. You can use these services with linked accounts to view your account information, make deposits, transfer funds between your accounts and to the accounts of others, pay qualifying loans or credit cards, and make payments from your account to third parties. You can enroll for these services on our website [www.bankofamerica.com](http://www.bankofamerica.com).

**Telephone Banking** You may use our automated customer service system with an Access ID or speak to a telephone banker to get your account information, transfer funds between your accounts with us, and pay qualifying loans or credit cards.

#### Access ID

An Access ID is a numeric code which, when used with a separate PIN number or passcode (plus, in some circumstances, another piece of identifying information called a “verbal verification code”), enables consumer and small business customers to do the following through our automated telephone system or in person at a financial center:

- obtain information about deposit and credit accounts that are linked to the Access ID
- transfer funds and make payments between linked accounts, and
- obtain other services such as stop payments, check reorders, and copies of checks and statements

You may request an Access ID and related security codes by calling customer service or at any financial center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, com-

lined with additional security codes may be required to obtain account information and transact other business.

Two activity levels are available for most accounts linked to your Access ID:

- (1) Inquiry: Allows you to obtain account balances and transaction information.
- (2) Financial: Allows you to obtain account information, transfer funds among accounts linked to the Access ID, and obtain certain other banking services.

When you first choose your Access ID, and when you subsequently open any new accounts, we will link all your Bank of America accounts that are eligible, and assign the financial activity level to all accounts for which that activity level is available, unless you tell us otherwise. We may establish certain limits on the accounts that can be linked to your Access ID and that can have the financial activity level.

If you permit another person to use your Access ID or account number(s) and related code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is no longer authorized so that we may block the codes and issue new ones.

You must review your periodic statements and promptly report to us any unauthorized funds transfers initiated through the use of your security codes or otherwise. You must also promptly notify us of any suspected loss or theft of your security codes. Failure to take these actions may affect the extent of your liability for any unauthorized transfers under federal banking regulations or other applicable laws.

**Small Business Access IDs** If you are a small business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Access ID and related security codes for each person who you determine needs access to your accounts. Your authorization (whether express or implied) for any individual to establish an Access ID shall constitute your authorization for the bank to provide account information to such individual and (unless inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person’s request. Such authorization supersedes any resolution, signature card or other document filed with the bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Access ID authorization is expressly modified or revoked.

### Electronic Banking Disclosures

**Personal deposit accounts** Our *Personal Schedule of Fees* describes our personal deposit accounts. This *Electronic Banking*

*Disclosures* section explains provisions that apply to electronic fund transfers to or from personal deposit accounts (sometimes referred to as “consumer deposit accounts”). These Transfers are governed by Regulation E, which implements the federal Electronic Fund Transfer Act. A personal deposit account is an account that is owned by a natural person and that is established primarily for personal, family, or household purposes.

**Business deposit accounts** Our *Business Schedule of Fees* describes our business deposit accounts. Business deposit accounts are accounts that are established primarily for business purposes. When you open one of our business deposit accounts, you represent and agree to that you are establishing it primarily for business purposes. Provisions below that explain a consumer’s liability for unauthorized transfers do not apply to business deposit accounts, although as a matter of practice we generally follow the error resolution procedures described in this *Electronic Banking Disclosures* section for business-purpose accounts. Please note that we are not required to follow these procedures for business accounts and that we may change our practice at any time without notice.

#### Consumer’s Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or your personal identification number (PIN) or other code has been lost or stolen. Also, tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. The best way to keep your possible losses down is to call us immediately.

Your losses could include all of the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account or any advances on a credit line.

If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone uses your card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Note:** These liability rules are established by Regulation E, which does not apply to business deposit accounts. For personal

deposit accounts, our liability policy regarding unauthorized debit card or ATM card transactions, and unauthorized Online Banking transactions may give you more protection, provided you report the transactions promptly. Please see the agreement you receive with your ATM or debit card and the Online Banking agreement.

You should never write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

If you give, or make reasonably available, your card, PIN or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection. For example, in Massachusetts, the two day and 60 day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

#### **Contact in Event of Unauthorized Transfer; and Lost or Stolen Card, PIN or Other Code**

If you believe your card, PIN or other code is lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number listed below.

*Telephone:* 1.800.432.1000

*You can also write to us at:* Bank of America, P. O. Box 53137, #7405, Phoenix, AZ 85072-3137

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

**Business Days** For purposes of these electronic banking disclosures, our business days are Monday through Friday. Weekends and bank holidays are not included.

#### **Documentation of Transfers**

**Receipts** You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point of sale terminal. You may not get a receipt for small dollar transactions. Transactions may be verified by us though we reserve the right not to do so in every case, so the receipt is not final and our records will control if there is a conflict.

**Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at

1.800.432.1000 and our website to find out if the deposit has been made.

**Periodic Statements** We send you a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, we send you a statement at least quarterly unless we consider your account inactive.

#### **Preauthorized Payments**

Please see the *Additional Information about Stop Payments for Preauthorized (Recurring) Electronic Funds Transfer* section in the *Stop Payment Orders and Postdated Orders* section of the Agreement.

#### **Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If we consider your account to be inactive or dormant.
- If your card or code has been revoked due to inactivity or at our discretion.

There may be other exceptions stated in our agreement with you or permitted by law.

**Confidentiality - Account Information Disclosure** We will disclose information to third parties about your account or transfers you make as stated in the *Information about You and Your Account* section near the front of this Agreement.

#### **Fees**

**ATM Fees** When you use an ATM that is not prominently branded with the Bank of America name and logo, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We may also charge you fees.

Other Fees For certain fees that apply to electronic banking services, please review the *Schedule of Fees* for your account and each agreement or disclosure that we provide to you for the specific electronic banking service, including the separate agreement for Online and Mobile Banking services and the separate agreement for ATM and debit cards.

#### **In Case of Errors or Questions about your Electronic Transfers**

Call or write us at the telephone number or address below, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

Call us at 1.800.432.1000 or write us at Bank of America, P. O. Box 53137, #7405, Phoenix, AZ 85072-3137.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error or problem appeared. Please provide us with the following:

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days (instead of 45) to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 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.

**Notice:** As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM. You consent to this.

**Additional Information for Massachusetts customers:** Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made. And the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

# ATM Safety Tips

The suggestions that follow offer some simple tips on protecting your card and PIN and exercising care when using an ATM.

## Protect Your ATM Card and Personal Identification Number (PIN)

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Memorize your PIN. Do not write it on your card, keep it in your wallet or give it to anyone.
- If you choose your own PIN, avoid using numbers for your PIN that are easily identifiable (such as birth dates, telephone numbers, addresses, etc.)
- Never give information about your card or PIN over the telephone, email or the Internet, unless to a trusted merchant in a call or transaction initiated by you. If someone is asking for this information, refuse and immediately contact us.
- Carefully review your account statements and report any fraudulent transactions immediately.

## Be Aware of Your Surroundings at ATMs

- Be aware of people and your surroundings before, during and after you use an ATM, particularly at night. If you think it is unsafe, leave immediately and visit another ATM.
- If you must visit an ATM at night, take someone with you.
- When using an ATM with a door that requires card access, close the door completely upon entering and exiting and do not open the door to anyone you don't know.
- When you use a drive-up ATM, keep your engine running, doors locked and only the driver's window open during the transaction.
- The activity around Bank of America ATMs may be monitored or recorded by surveillance cameras.

## Protect Your Privacy

- Shield the key pad with your hand or body while entering your PIN at an ATM.
- Put your card and receipt away immediately after completing your transaction. Do not count your cash at the ATM.
- Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.

## Request Emergency Assistance

- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7511.
- Report all crimes immediately to law enforcement. If you think you're being followed from an ATM, go to a busy area and immediately contact the police.

## Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E, Subpart A of the Consumer Financial Protection Bureau. We provide separate agreements to you that govern the terms of some funds transfer services, including separate agreements for Online and Mobile Banking, telephone transfers, and funds transfers in the financial centers. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general: A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to us to transfer funds. The beneficiary is the person or business who receives the payment.

In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law (Remittance Transfers) (see below). Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide rights with respect to Remittance Transfers that may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to Remittance Transfers, including disclosure, error resolution and cancellation rights, will be explained to you contemporaneously with each Remittance Transfer transaction you initiate, either orally or in writing.

In general, your card and all rights and obligations under this Agreement are governed by and interpreted according to federal law and the law of the state where your account is located. However, Remittance Transfers shall be governed by federal law and, as applicable, the law of the State of New York. Funds transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems, including, without limitation, Fedwire or Clearing House Interbank Payments System (CHIPS). Accordingly, notwithstanding any choice of law that may be provided elsewhere in this agreement, such transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an "ACH"), and CHIPS. Funds transfers through Fedwire will be governed by, and subject to, Regulation J, Subpart B, and Uniform Commercial Code Article 4A incorporated by reference thereunder. Funds transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and by the laws of the State of New York, including Article 4-A of the New York Uniform Commercial Code, regardless of whether the payment message is part of a transfer that is a Remittance Transfer, except that in the case of an inconsistency between New York law and EFTA, EFTA shall govern.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other financial institutions involved in the funds transfer may also charge fees. For current fees, call us at the number for customer service on your statement or ask a financial center associate.

## Remittance Transfers

The Bank may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. section 1693o-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained herein, rights and obligations

that apply to Remittance Transfers are as set forth in EFTA and, as applicable, as set forth in New York law.

## Sending Funds Transfers

You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This *Sending Funds Transfers* section applies to wire transfers and transfers we make between Bank of America accounts. It does not apply to automated clearing house (ACH) system funds transfer services.

You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

**Cutoff Times for Payment Orders** We have cutoff times for processing payment orders. Cutoff times vary depending on the particular office of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We tell you our cutoff times upon request.

**Amending or Canceling Payment Orders** You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

**Inconsistency of Name or Number** The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

**Sending Payment Orders** We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

**Notice of Rejection** We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day.

We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

**Errors or Questions About Your Payment Orders** We notify you about certain funds transfers by listing them on your account statement. In some cases, we also may notify you electroni-

cally, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

**Calculations** Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows. With an analyzed checking account, we credit the account to reflect the applicable value date or otherwise adjust the account under our account analysis procedure, to recalculate earnings credits for the period involved. With a non-analyzed, non-interest bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor. With a non-analyzed, interest bearing account, we use the rate applicable to the account. If we have a separate agreement with you specifying a different calculation method, we use that method instead.

## Receiving Funds Transfers

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between Bank of America accounts.

**ACH Provisional Payment Rule** Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

**Notice of Funds Transfer** We notify you that we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through Online Banking if you selected paperless delivery through Online Banking for your deposit account documents. If you use one of our information reporting services, you may receive notice through that service.

We are not obligated to send you a separate notice of an incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

We are not obligated to pay you interest for the period before you receive notice.

If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for customer service on your statement.

**Posting Your Customers' Payments** We credit to your account electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

## ACH Debits and Credits

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

You should be careful about giving someone your account number to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

For information about stopping payment of an ACH transaction, see *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section.

**Business deposit accounts** You acknowledge and agree that if you request us to transmit an ACH return transaction in connection with any problem, including a claim of erroneous or unauthorized ACH debit posted to your account, the related originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the NACHA Operating Rules. We will respond to your reported problem and attempt to pursue your request with the originating depository financial institution as long as you report the problem to us in writing within 60 days after the statement first reflecting the transaction was mailed to you; however, we do not guarantee that we will be able to recover your funds if you notify us of the problem beyond NACHA time frames. In some cases, depending on the facts, your claim may not be honored and you could incur a loss.

## Tax Information

Generally, we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain — and each U.S. citizen or resident alien must give us — a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status.

For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner's Employer Identification Number (EIN). If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you are a certified nonresident alien individual, you are generally exempt from backup withholding on interest but may be subject to information reporting if you reside in a country in which we are required to report. If you are a certified foreign entity, you are generally exempt from backup withholding and information reporting for interest payments. Deposit interest income that is effectively connected with the conduct of a trade or business in the United States is subject to information reporting.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments will be subject to backup withholding. If you become a U.S. citizen or resident after opening your account,

you must notify us within 30 days and provide us with your certified name and TIN.

We comply with Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We will withhold on certain payments when required by such law.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

## Resolving Claims

If you and we are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this *Resolving Claims* section. This is a dispute resolution provision. Please read it carefully.

### What does "Claim" Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or us against the other, or against the employees or agents of the other, arising from or relating in any way to this deposit agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

Claim does not include provisional or ancillary remedies from a court of competent jurisdiction, which either you or we may exercise without waiving the right to arbitration or reference.

### How Claims on Personal Accounts will be Resolved

You and we both agree that all Claims relating to a personal account will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state court. If a Claim relating to a personal account is brought in a California state court, either you or we can elect to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below.

### JURY TRIAL WAIVER FOR PERSONAL ACCOUNTS FOR PERSONAL ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

### How Claims on Business Accounts will be Resolved

You have the right to compel us at your option, and we have the right to compel you at our option, to resolve a Claim relating to a business account by binding arbitration. If neither you nor we decide to compel arbitration, then the Claim will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state

court. If a Claim relating to a business account is brought in a California state court, either you or we can elect to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

## **CLASS ACTION AND JURY TRIAL WAIVER FOR BUSINESS ACCOUNTS**

**FOR BUSINESS ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND: (1) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.**

### **Judicial Reference**

A case sent to judicial reference is heard by a neutral individual (a “judicial referee”), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on a judicial referee, then the judicial referee will be appointed according to the procedure for appointment of a referee under California C.C.P. Section 640.

The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement.

Judicial reference will be governed by California C.C.P. Section 638 at seq. and the judicial referee will determine all issues in accordance with federal and California law and the California rules of evidence. The referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California C.C.P. Sections 644(a) and 645. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

## **Arbitration Case 1:16-cv-08964-AJN Document 72-1 Filed 03/20/16 Page 27 of 28**

This section on arbitration applies to business accounts and is subject to the provisions of the *Limitation and Non-Severability* section below.

Arbitration is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. The arbitrator will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on an arbitrator, then you agree to choose one of the following Administrators within 10 days of our written notice that an agreement cannot be reached.

- JAMS Resolution Center  
1920 Main St., Suite 300  
Irvine, CA 92614  
www.jamsadr.com (800) 352-5267
- American Arbitration Association (“AAA”)  
1633 Broadway, 10<sup>th</sup> Floor  
New York, NY 10019  
www.adr.org (212) 716-5800

If you do not choose the Administrator on a timely basis, we will select the Administrator and the Administrator will select the arbitrator using the Administrator’s rules. If an Administrator cannot hear or refuses to hear the arbitration, then the arbitration will be handled by the alternative Administrator.

The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement, except that the arbitrator may not decide or resolve any Claim challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a judicial referee or a court.

After a decision is given by an arbitrator, and where the amount of the Claim exceeds \$200,000, either you or we can appeal the arbitrator’s decision to another arbitrator. If the amount of the Claim exceeds \$1,000,000, either you or we can appeal the arbitrator’s decision to a panel of three arbitrators. No decision may be appealed under this paragraph, unless the arbitrator that heard the matter first makes a finding that the Claim could reasonably have exceeded either \$200,000 or \$1,000,000. Any arbitrator who hears an appeal under this paragraph will be selected according to the rules of the Administrator.

The arbitrator will resolve the matter in accordance with the Commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “FAA”). The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the Administrator to the extent those rules do not conflict with this *Resolving Claims* section. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award.

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA or under this Agreement.

### **Limitation and Non-Severability**

**For both personal and business accounts.** Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the validity and effect of the class action and jury trial waiver for business accounts and the jury trial waiver for personal accounts may be determined only by a court or judicial referee and not by an arbitrator. You and we both have the right to appeal the limitation or invalidation of the waiver.

**For business accounts.** Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the class action and jury trial waiver is material and essential to the arbitration of any disputes between you and us and is non-severable from the agreement to arbitrate Claims. If the class action and jury trial waiver is limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and this *Resolving Claims* section will be read as if the provisions regarding arbitration were not present. You and we both have the right to appeal the limitation or invalidation of the class action and jury trial waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

### **Rules of Interpretation**

Except as provided in the *Limitation and Non-Severability* section above, if any portion of this *Resolving Claims* section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. If there is a conflict or inconsistency between this *Resolving Claims* section and other terms of this deposit agreement or the applicable rules of the Administrator, this *Resolving Claims* section will govern. If there is any conflict between this *Resolving Claims* section and any other dispute provision (whether it be for arbitration, reference

or any other form of dispute resolution), this *Resolving Claims* section will prevail for Claims arising out of this deposit agreement or transactions contemplated by this deposit agreement.

### **Jurisdiction and Venue**

Any action or proceeding regarding your account or this deposit agreement must be brought in the state in which the financial center that maintains your account is located. You submit to the personal jurisdiction of that state. Note that any action or proceeding will be governed by and interpreted in accordance with the *Governing Law* section of this agreement.

If a Claim is submitted to arbitration and the state where that financial center is located is not reasonably convenient for you, then you and we will attempt to agree on another location. If you and we are unable to agree on another location, then the location will be determined by the Administrator or arbitrator.

*This panel intentionally left blank.*

*This panel intentionally left blank.*

**EXHIBIT B**

# Personal Schedule of Fees

*Effective August 12, 2016*

**Bank of America** 

[bankofamerica.com](http://bankofamerica.com)

Applies in all states.

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91-11-3000B 08/2016  
00-14-9299



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Investment products are provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated and:

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| Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value |
|----------------------|-------------------------|----------------|

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## Overview

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This schedule lists account fees and also explains how you can avoid some account fees. Please review the account description for details about your account. Other account fees that can apply to your account are listed in the account descriptions and in the Other Account Fees and Services section.

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Please read both agreements carefully. These agreements are part of the binding contract between you and us for your account and deposit relationship. You can also find these agreements at [bankofamerica.com](http://bankofamerica.com).

When you open a deposit account, it is located at a financial center and generally remains at that location until it is closed. If your address is in a state where we do not have a financial center at the time, we may open the account at a financial center in Virginia. If state taxes apply to an account or service, taxes are in addition to the fee amount listed.

We may change the accounts and services described in this schedule at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

You can get information about interest rates and fees for services not covered in this schedule by visiting a financial center or calling us at the number on your statement.

## Optional Services

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The following optional services are generally available with our checking and savings accounts:

- Debit card (Photo Security® feature available) or ATM card
- Online Banking service
- Online and Mobile Bill Pay service
- Email and Text Alerts
- Direct deposits
- Keep the Change® Savings Service
- Affinity Banking
- Preferred Rewards
- Overdraft Protection Service from another linked account
- Automatic transfers from checking to savings

These optional services can help you manage your account. To learn more about them, please review the agreement for that service. You can also review information on [bankofamerica.com](http://bankofamerica.com) or speak to a financial center associate.

## Personal Checking Accounts

| Account  | Monthly Maintenance Fee for Checking Account and How to Avoid It   | Other Important Account Information   |
|--|--|---|
| <p><b>Bank of America Core Checking®</b></p> <ul style="list-style-type: none"> <li>• Use direct deposit</li> <li>• Non-interest bearing account</li> <li>• Minimum to open - \$25.00</li> </ul>                     | <p>Monthly maintenance fee for Bank of America Core Checking - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> <li>• Have at least one qualifying direct deposit of \$250 or more made to your account each statement cycle.</li> <li>Or</li> <li>• Maintain an average daily balance of \$1,500 or more in your account.</li> <li>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts).</li> </ul> <p><i>Effective for statement cycles that start on or after October 8, 2016, maintain a <u>minimum</u> daily balance of \$1,500 or more in your account to avoid the monthly maintenance fee.</i></p> | <p><b>Student waiver.</b> When this account is owned either individually or jointly by a student, upon your request we waive the monthly maintenance fee for each statement cycle during which the student meets <b>both</b> of the following requirements:</p> <ul style="list-style-type: none"> <li>• The student is enrolled in a high school or a college, university or vocational program, <b>and</b></li> <li>• The student is under 23 years old.</li> </ul> <p>College, university and vocation students may be required to show proof of enrollment. This student waiver does not apply when the student turns 23, ceases to be an owner of the account, or is no longer enrolled in school.</p> <p>For information about direct deposits, see page 15.</p> <p>To calculate the average daily balance for a statement cycle - we take the balance that we determine is in the account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.</p> <p><i>Effective for statement cycles that start on or after October 8, 2016, the minimum daily balance will be used to determine if the monthly maintenance fee will be waived. The minimum daily balance is the lowest balance that we determine is in the account during a statement cycle. <u>This means you will need to ensure your account does not fall below \$1,500 during your statement cycle.</u></i></p> |
| <p><b>Regular Checking</b></p> <ul style="list-style-type: none"> <li>• Link other accounts to help meet a required balance</li> <li>• Non-interest bearing account</li> <li>• Minimum to open - \$100.00</li> </ul> | <p>Monthly maintenance fee for Regular Checking - \$14.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> <li>• Minimum daily balance in checking— \$1,500 or more</li> <li>Or</li> <li>• Minimum daily balance in linked Regular Savings— \$2,000 or more</li> <li>Or</li> <li>• Minimum daily balance in linked money market savings— \$5,000 or more</li> <li>Or</li> <li>• Average daily balance in checking with linked savings, CD and IRA accounts— \$5,000 or more</li> <li>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts).</li> </ul>  | <p><b>Linking accounts.</b> You must tell us what accounts you want us to link to your checking account. You can do so by visiting a financial center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review “What does it mean to link accounts?” on page 15.</p>   |

Please also review *Other Account Fees and Services* on pages 9-14, *Frequently Asked Questions About Accounts* on page 15 and the *Deposit Agreement and Disclosures*.

**Personal Checking Accounts (cont.)**

| <b>Account</b>   | <b>Monthly Maintenance Fee for Checking Account and How to Avoid It</b>  | <b>Other Important Account Information</b>   |
|--|--|--|
| <p><b>Bank of America Interest Checking®</b></p> <ul style="list-style-type: none"> <li>• Interest bearing account</li> <li>• Variable, tiered interest rates</li> <li>• Minimum to open - \$100.00</li> </ul> | <p>Monthly maintenance fee for Bank of America Interest Checking - \$25.00</p> <p>To avoid the monthly maintenance fee, maintain a <b>combined balance of \$10,000</b> or more during each statement cycle.</p> <p>For each statement cycle, we add the following balances together to determine your combined balance:</p> <ul style="list-style-type: none"> <li>• The average daily balance in your Interest Checking account and in each checking, savings and money market savings account that is linked to your Interest Checking account. We determine the average daily balance in a linked account by using the beginning balance in the linked account for each day of the Interest Checking statement cycle.<br/>And</li> <li>• The current balance, as of the end of your Interest Checking statement cycle, in each CD and IRA that is linked to your Interest Checking account.<br/>And</li> <li>• The current balance, as of two business days before the end of your Interest Checking statement cycle, in each eligible Merrill Edge and Merrill Lynch investment account that is linked to your Interest Checking account.<br/>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts).</li> </ul> | <p>You can also get the following services with this account:</p> <ul style="list-style-type: none"> <li>• Three additional Bank of America Interest Checking accounts and four savings accounts with no monthly maintenance fee when you link them to your primary Interest Checking account.</li> <li>• Free standard checks or discounts on certain styles.</li> <li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings, line of credit or secondary checking account. (Other line of credit fees may apply.)</li> <li>• No fee for incoming domestic wire transfers, cashier's checks, stop payments, and more.</li> </ul> <p><i>Additional accounts.</i> For accounts linked to your Interest Checking account, we waive the monthly maintenance fee on the first three linked Interest Checking accounts and on the first four linked savings accounts of any type (regular and money market savings accounts). The minimum amount you need to open each additional account, and other terms and fees, apply to each linked account. While you can also have us link more accounts, this waiver of the monthly maintenance fee does not apply to them. Transaction limits apply to savings accounts. See "What are the transaction limitations on my savings account?" in the <i>Frequently Asked Questions About Accounts</i> section on page 16.</p> <p><i>Linking accounts.</i> You must tell us what accounts you want us to link to your Interest Checking account. You can do so by visiting a financial center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Certain restrictions apply. Please review "What does it mean to link accounts?" on page 15.</p> |

Please also review *Other Account Fees and Services* on pages 9-14, *Frequently Asked Questions About Accounts* on page 15 and the *Deposit Agreement and Disclosures*.

**Personal Checking Accounts (cont.)**

| <b>Account</b>   | <b>Monthly Maintenance Fee for Checking Account and How to Avoid It</b>   | <b>Other Important Account Information</b>  |
|--|---|---|
| <p><b>Bank of America Advantage® with Tiered Interest Checking</b></p> <ul style="list-style-type: none"> <li>• An account with premium services for customers who want to expand their total relationship status</li> <li>• Interest bearing account</li> <li>• Variable interest rate</li> <li>• Minimum to open - \$100.00</li> </ul> | <p>Monthly maintenance fee for Bank of America Advantage with Tiered Interest Checking - \$25.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> <li>• Average daily balance in checking or a linked Regular Savings account—\$5,000 or more<br/>Or</li> <li>• Average daily combined balance in checking with linked savings, money market savings, CD and IRA accounts—\$10,000 or more<br/>Or</li> <li>• Outstanding balance on a linked installment loan or line of credit—\$15,000 or more<br/>Or</li> <li>• A linked Bank of America first mortgage loan that we service—any amount<br/>Or</li> <li>• Total combined assets in your eligible Merrill Edge and Merrill Lynch investment accounts that are linked to your checking account—\$15,000 or more<br/>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 checking accounts).</li> </ul> | <p>You can also get the following services with your Bank of America Advantage with Tiered Interest Checking account:</p> <ul style="list-style-type: none"> <li>• Second Advantage with Tiered Interest Checking account and up to 4 savings accounts with no monthly maintenance fee.</li> <li>• Free checks or discount on certain styles.</li> <li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings, line of credit or secondary checking account. (Other line of credit fees may apply.)</li> <li>• No fee for stop payments, cashier's checks, bond redemptions, incoming domestic wire transfers and more.</li> </ul> <p><i>Additional accounts.</i> You can get a total of 4 savings accounts (both regular and money market savings accounts) with no monthly maintenance fee when you have us link them to your Advantage with Tiered Interest Checking account. The minimum amount you need to open each savings account, and other terms and fees, still apply to the linked savings accounts. For transaction limits, see "What are the transaction limitations on my savings account?" in the <i>Frequently Asked Questions About Accounts</i> on page 16.</p> <p><i>Linking accounts.</i> You must tell us what accounts you want us to link to your checking account. You can do so by visiting a financial center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review "What does it mean to link accounts?" on page 15.</p> |

Please also review *Other Account Fees and Services* on pages 9-14, *Frequently Asked Questions About Accounts* on page 15 and the *Deposit Agreement and Disclosures*.

## Personal Savings Accounts

| Account   | Monthly Maintenance Fee for Savings Account and How to Avoid It  | Other Important Account Information  |
|---|--|--|
| <p><b>Regular Savings</b></p> <ul style="list-style-type: none"> <li>• Basic account to build a savings program</li> <li>• Interest bearing account</li> <li>• Variable interest rate</li> <li>• Minimum amount to open - \$25.00</li> </ul>  | <p>Monthly maintenance fee - \$5.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> <li>• Maintain a minimum daily balance of \$300 or more in your account.</li> <li>Or</li> <li>• Link your account to your Bank of America Interest Checking or Advantage account (first 4 savings accounts).</li> <li>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 savings accounts).</li> </ul> <p>To avoid the monthly maintenance fee you may also make combined monthly automatic transfers of \$25 or more from your Bank of America checking account to your savings account during the immediately preceding statement cycle.</p> | <ul style="list-style-type: none"> <li>• Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee.</li> <li>• If you maintain a minimum daily balance of \$2,500 or more in your Regular Savings account, you may make additional withdrawals and transfers with no Withdrawal Limit Fee. Otherwise, the Withdrawal Limit Fee is \$10.00 for each withdrawal and transfer during the monthly statement cycle above the six. We charge no more than six Withdrawal Limit Fees per monthly statement cycle. This fee applies to all types of withdrawals and transfers, including at ATMs, at financial centers, by telephone, by mail, through Online and Mobile Banking, and by any other electronic means.</li> </ul> <p><i>Effective for statement cycles that start on or after October 8, 2016, the minimum daily balance required to avoid the Withdrawal Limit Fee will be \$20,000 or you must be enrolled in the Preferred Rewards program.</i></p> <ul style="list-style-type: none"> <li>• Limits apply to some types of withdrawals and transfers from a savings account. See “What are the transaction limitations on my savings account?” in the <i>Frequently Asked Questions About Accounts</i> section below.</li> </ul> |
| <p><b>Minor Savings Accounts (Under 18)</b></p> <ul style="list-style-type: none"> <li>• Under 18 years old, beginning a savings program</li> <li>• Interest bearing account</li> <li>• Variable interest rate</li> <li>• Minimum amount to open - \$25.00</li> </ul> <p>(Use Regular Savings or Rewards Money Market Savings for custodial ownership, such as UTMA/UGMA)</p> | <p>No monthly maintenance fee</p>  | <ul style="list-style-type: none"> <li>• After you turn 18, we automatically convert your Minor Savings to a Regular Savings account.</li> <li>• Parents can make automatic transfers from checking.</li> <li>• Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee.</li> <li>• If you maintain a minimum daily balance of \$300 or more in your Minor Savings account, you may make additional withdrawals and transfers with no Withdrawal Limit Fee. Otherwise, the Withdrawal Limit Fee is \$1.00 for each withdrawal and transfer during the monthly statement cycle above the six. We charge no more than six Withdrawal Limit Fees per monthly statement cycle. This fee applies to all types of withdrawals and transfers, including at ATMs, at financial centers, by telephone, by mail, through Online and Mobile Banking, and by any other electronic means.</li> <li>• Limits apply to some types of withdrawals and transfers from a savings account. See “What are the transaction limitations on my savings account?” in the <i>Frequently Asked Questions About Accounts</i> section below.</li> </ul>   |

Please also review *Other Account Fees and Services* on pages 9-14, *Frequently Asked Questions About Accounts* on page 15 and the *Deposit Agreement and Disclosures*.

**Personal Savings Accounts (cont.)**

| <b>Account</b>   | <b>Monthly Maintenance Fee for Savings Account and How to Avoid It</b>  | <b>Other Important Account Information</b>  |
|--|---|---|
| <p><b>Rewards Money Market Savings</b></p> <ul style="list-style-type: none"> <li>• Variable interest rate</li> <li>• Potential for Preferred Rewards interest rate booster feature</li> <li>• Minimum amount to open - \$25.00</li> </ul> | <p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"> <li>• Maintain a minimum daily balance of \$2,500 or more in your account.<br/>Or</li> <li>• Link your account to your Bank of America Interest Checking or Advantage account (first 4 savings accounts).<br/>Or</li> <li>• Enroll in the Preferred Rewards program and qualify for the Gold, Platinum or Platinum Honors tier (first 4 savings accounts).</li> </ul> | <ul style="list-style-type: none"> <li>• This account is eligible for the interest rate booster feature of the Preferred Rewards program, which may increase your interest rate based on your Preferred Rewards tier.</li> <li>• Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee.</li> <li>• If you maintain a minimum daily balance of \$2,500 or more in your Rewards Money Market Savings account, you may make additional withdrawals and transfers with no Withdrawal Limit Fee. Otherwise, the Withdrawal Limit Fee is \$10.00 for each withdrawal and transfer during the monthly statement cycle above the six. We charge no more than six Withdrawal Limit Fees per monthly statement cycle. This fee applies to all types of withdrawals and transfers, including at ATMs, at financial centers, by telephone, by mail, through Online and Mobile Banking, and by any other electronic means.</li> </ul> <p><i>Effective for statement cycles that start on or after October 8, 2016, the minimum daily balance required to avoid the Withdrawal Limit Fee will be \$20,000 or you must be enrolled in the Preferred Rewards program.</i></p> <ul style="list-style-type: none"> <li>• Limits apply to some types of withdrawals and transfers from a savings account. See “What are the transaction limitations on my savings account?” in the <i>Frequently Asked Questions About Accounts</i> section below.</li> </ul> |

Please also review *Other Account Fees and Services* on pages 9-14, *Frequently Asked Questions About Accounts* on page 15 and the *Deposit Agreement and Disclosures*.

**Personal CD/IRA Accounts**

| <b>Account</b>  | <b>Minimum Amount You Need to Open Account</b>    | <b>Account Features/ Services</b>   | <b>Other Important Account Information</b>   |
|---|---|---|--|
| <b>Fixed Term CD<br/>Terms of 7 Days—27 Days</b>          | \$15,000  | <ul style="list-style-type: none"> <li>• Interest rate fixed until maturity.</li> <li>• No additional deposits until maturity.</li> <li>• Automatically renews.</li> </ul>  | <ul style="list-style-type: none"> <li>• A penalty is imposed for early withdrawal.</li> </ul>   |
| <b>Fixed Term CD<br/>Terms of 28 Days—10 Years</b>        | \$1,000   | <ul style="list-style-type: none"> <li>• Interest rate fixed until maturity.</li> <li>• No additional deposits until maturity.</li> <li>• Automatically renews.</li> </ul>  | <ul style="list-style-type: none"> <li>• A penalty is imposed for early withdrawal.</li> <li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul>  |
| <b>Featured CD/IRA</b>                                    | See deposit rate sheet for minimum opening amount | <ul style="list-style-type: none"> <li>• Interest rate fixed until maturity.</li> <li>• No additional deposits until maturity.</li> <li>• Automatically renews.</li> <li>• See deposit rate sheet for available terms.</li> </ul> | <ul style="list-style-type: none"> <li>• A penalty is imposed for early withdrawal.</li> <li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul>  |
| <b>Risk Free CD®/IRA</b>                                  | Risk Free CD: \$5,000;<br>IRA: \$2,000            | <ul style="list-style-type: none"> <li>• Interest rate fixed until maturity.</li> <li>• No additional deposits until maturity.</li> <li>• Automatically renews.</li> <li>• See deposit rate sheet for available terms.</li> </ul> | <ul style="list-style-type: none"> <li>• Early withdrawal: We waive the early withdrawal penalty after the first 6 days of the account term (or the first 6 days following any partial withdrawal).</li> <li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul> |
| <b>Fixed Term IRA/CESA<br/>Terms of 6 Months—10 Years</b> | Fixed Term IRA: \$1,000;<br>CESA: \$500           | <ul style="list-style-type: none"> <li>• Interest rate fixed until maturity.</li> <li>• No additional deposits until maturity.</li> <li>• Automatically renews.</li> </ul>  | <ul style="list-style-type: none"> <li>• A penalty is imposed for early withdrawal.</li> <li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul>   |

Please also review *Other Account Fees and Services* on pages 9-14 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

**Personal CD/IRA Accounts (cont.)**

| <b>Account</b>  | <b>Minimum Amount You Need to Open Account</b> | <b>Account Features / Services</b>  | <b>Other Important Account Information</b>   |
|---|--|---|--|
| <b>Variable Rate IRA/CESA</b><br><b>Terms of 18 Months—</b><br><b>23 Months</b> | \$100  | <ul style="list-style-type: none"> <li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li> <li>• Additional deposits allowed during term.</li> <li>• Automatically renews.</li> <li>• Make saving easier with automatic transfers.</li> </ul> | <ul style="list-style-type: none"> <li>• A penalty is imposed for early withdrawal.</li> <li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li> </ul> |
| <b>Money Market IRA/</b><br><b>CESA</b>   | \$100  | <ul style="list-style-type: none"> <li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li> <li>• Additional deposits allowed at any time.</li> <li>• Make saving easier with automatic transfers.</li> </ul>                                  | <ul style="list-style-type: none"> <li>• This is a savings account.</li> <li>• Pre-authorized transfers and withdrawals are subject to certain limitations. See “What are the transaction limitations on my savings account?” on page 16. Withdrawals by check, draft or debit card are not allowed.</li> </ul>                              |

Please also review *Other Account Fees and Services* on pages 9-14 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

**Other Account Fees and Services**

| Fee Category                        | Fee Name/Description                      | Fee Amount   | Other Important Information About This Fee  |
|-------------------------------------|---|--|---|
| <b>ATM Card and Debit Card Fees</b> | Replacement ATM or Debit Card Fee         | \$5.00 per card  | <ul style="list-style-type: none"> <li>• Fee for each requested replacement of a card or other debit access device.</li> <li>• The replacement fee does not apply when we replace a card upon its expiration.</li> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> </ul>   |
|                                     | Rush Replacement ATM or Debit Card Fee    | \$15.00 per card   | <ul style="list-style-type: none"> <li>• Fee for each requested rush delivery of a card or other debit access device.</li> <li>• The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee.</li> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> </ul>  |
|                                     | Non-Bank of America Teller Withdrawal Fee | For each transaction, the greater of \$5.00 <b>OR</b> 3% of the dollar amount of the transaction, up to a maximum of \$10.00 | <ul style="list-style-type: none"> <li>• Fee applies when you authorize another financial institution to use your card or card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.</li> </ul>  |
|                                     | International Transaction Fee             | 3% of the U.S. dollar amount of the transaction  | <ul style="list-style-type: none"> <li>• Fee applies if you use your card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"). Foreign Transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country.</li> <li>• Fee also applies if you use your card to obtain foreign currency from an ATM. Visa® or MasterCard® converts the transaction into a U.S. dollar amount, and the International Transaction Fee applies to that converted U.S. dollar amount. ATM fees may also apply to ATM transactions. See ATM Fees section below.</li> <li>• See disclosure information that accompanied your card for more information about this fee.</li> </ul> |

**Other Account Fees and Services (cont.)**

| Fee Category  | Fee Name/Description   | Fee Amount                  | Other Important Information About This Fee  |
|---|--|-----------------------------|---|
| <b>ATM Fees</b><br><b>Bank of America ATM</b> – an ATM that prominently displays the Bank of America name and logo on the ATM<br><br><b>Non-Bank of America ATM</b> – an ATM that does not prominently display the Bank of America name and logo on the ATM | Withdrawals, deposits, transfers, payments and balance inquiries at a Bank of America ATM  | No ATM fee                  | <ul style="list-style-type: none"> <li>• Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.</li> </ul>  |
|   | Non-Bank of America ATM Fee for:<br>Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.          | \$2.50 each                 | <ul style="list-style-type: none"> <li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li> <li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li> <li>• See the disclosure information that accompanied your card for other fees that may apply.</li> <li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as a Withdrawal Limit Fee for savings.</li> <li>• Preferred Rewards Platinum customers using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for one withdrawal, transfer and balance inquiry per statement cycle from a non-Bank of America ATM in the U.S., and receive a refund of the ATM operator fee for one withdrawal, transfer and balance inquiry per statement cycle from a non-Bank of America ATM in the U.S.</li> <li>• Preferred Rewards Platinum Honors customers using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for withdrawals, transfers and balance inquiries from non-Bank of America ATMs in the U.S., and receive a refund of the ATM operator fee for withdrawals, transfers and balance inquiries from non-Bank of America ATMs in the U.S.</li> </ul> |
|   | Non-Bank of America ATM Fee for:<br>Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country | \$5.00 each                 |   |
| <b>Check Image Service</b>  | Check Image Service Fee  | \$3.00 each statement cycle | <ul style="list-style-type: none"> <li>• Fee to return images of your cancelled checks with your statement. Applies to each statement cycle during which we return one or more images of your checks.</li> <li>• Our Online Banking service allows you to view and print copies of checks that posted to your account within the last 12 months.</li> <li>• Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> </ul>  |

**Other Account Fees and Services (cont.)**

| <b>Fee Category</b> | <b>Fee Name/Description</b>                                    | <b>Fee Amount</b>  | <b>Other Important Information About This Fee</b>   |
|---------------------|--|--|---|
| <b>Copies</b>       | Check Copy Fee   | No fee for the first two copies of each request. After two copies, there is a \$3.00 fee for each copy up to a maximum of \$75.00 per request. | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> <li>• This fee does not apply to accounts opened in Massachusetts and New Hampshire.</li> <li>• You can avoid the fee by viewing and printing your available checks in Online Banking, instead of ordering the copy from us. For information about what checks are available in Online Banking, please review the Activity tab.</li> </ul>  |
|                     | Deposit Slips and other Credit Items                           | No fee for the first two copies of each request. After two copies, there is a \$3.00 fee for each copy up to a maximum of \$75.00 per request. | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> <li>• This fee does not apply to accounts opened in Massachusetts and New Hampshire.</li> <li>• You can avoid the fee by viewing and printing your available Deposit Slips and other Credit Items, instead of ordering the copy from us. For information about what Deposit Slips and other Credit Items are available in Online Banking, please review the Activity tab.</li> </ul>                        |
|                     | Statement Copy Fee   | \$5.00 per copy  | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> <li>• You can avoid the fee by viewing and printing your available statements in Online Banking, instead of ordering the copy from us. For information about what statements are available in Online Banking, please review the Statements and Documents tab.</li> <li>• This fee does not apply to your monthly statement delivery. It only applies when you request copies of your statements.</li> </ul> |
| <b>IRA</b>          | IRA and Coverdell ESA Direct Custodian Transfer Processing Fee | \$50.00 each plan, each occurrence   | <ul style="list-style-type: none"> <li>• Fee for transferring funds to another institution.</li> </ul>  |

**Other Account Fees and Services (cont.)**

| Fee Category   | Fee Name/Description   | Fee Amount                | Other Important Information About This Fee   |
|--|--|---------------------------|--|
| <b>Overdraft Protection Service</b><br><i>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local financial center associate.</i> | Overdraft Protection Transfer Fee - transfer from a linked Bank of America savings or secondary checking account | \$12.00 each transfer     | <ul style="list-style-type: none"> <li>Overdraft Protection transfers are made for the amount required to cover the overdraft and the applicable transfer fee. If your savings or secondary checking account does not have enough available funds to cover the necessary amount, we may decline to make the transfer.</li> <li>Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> </ul>      |
|  | Overdraft Protection Transfer Fee - transfer from a linked Bank of America line of credit                        | \$12.00 each transfer     | <ul style="list-style-type: none"> <li>Overdraft Protection transfers are advances under the terms of the line of credit agreement and are made in increments of \$100. Advances are subject to interest charges or finance charges, as provided in the line of credit agreement. Please see the line of credit agreement.</li> <li>Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> </ul> |
|  | Overdraft Protection Transfer Fee - transfer from a linked Bank of America credit card                           | See credit card agreement | <ul style="list-style-type: none"> <li>Overdraft Protection transfers are considered cash advances and may be subject to additional Overdraft Protection cash advance fees. See your credit card agreement for applicable rates and fees.</li> </ul>   |

**Other Account Fees and Services (cont.)**

| Fee Category                                   | Fee Name/Description              | Fee Amount  | Other Important Information About This Fee  |
|--|-----------------------------------|---|---|
| <b>Overdraft Items (an overdraft item)</b>     | Overdraft Item Fee                | \$35.00 each item   | <ul style="list-style-type: none"> <li>When we determine that you do not have enough available funds in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid (an NSF: returned item).</li> <li>Some common examples of items are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, an ATM withdrawal, an ACH transaction, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about items, overdrafts, declined or returned items and for information about how we process and post items.</li> <li>We do not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction. We also do not charge you an Overdraft Item fee on a ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction. We do charge you an Overdraft Item fee each time we authorize and pay any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.</li> </ul> |
| <b>NSF: Returned Items (a returned item)</b>   | NSF: Returned Item Fee            | \$35.00 each item   | <ul style="list-style-type: none"> <li>We do not charge you an NSF: Returned Item fee when we decline an ATM transaction or debit card transaction. We do charge you an NSF: Returned Item fee each time we decline or return any other type of transaction unpaid. These other types of transactions include checks and other transactions made using your checking account number, Online and automatic bill payments, and ACH transactions.</li> <li>We charge you Overdraft Item fees and NSF: Returned Item fees for no more than 4 items each day.</li> <li>For information about our Overdraft Protection plans and overdraft practices and overdraft settings, please see our <i>Deposit Agreement and Disclosures</i> and our <i>What You Need to Know about Overdrafts and Overdraft Fees</i> notice.</li> </ul>  |
| <b>Overdrafts – Extended Overdrawn Balance</b> | Extended Overdrawn Balance Charge | \$35.00 - charged when we determine your account is overdrawn for 5 or more consecutive business days | <ul style="list-style-type: none"> <li>The Extended Overdrawn Balance Charge applies when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by depositing enough available funds in your account to cover your overdraft plus any fees we assessed within the first 5 consecutive business days that your account is overdrawn.</li> <li>For each time that your account is overdrawn 5 or more consecutive business days, we charge one Extended Overdrawn Balance Charge. We charge the fee after the 5th consecutive business day. The Extended Overdrawn Balance Charge is in addition to applicable Overdraft Item Fees and NSF: Returned Item Fees.</li> <li>If an everyday non-recurring debit card transaction or an ATM transaction, for which you did not agree to our overdraft practices, is the transaction that causes your account to become overdrawn, we do not start the 5-business day period. We do start the 5-business day period if another type of transaction either causes or increases the overdraft on your account.</li> </ul>   |

**Other Account Fees and Services (cont.)**

| Fee Category         | Fee Name/Description   | Fee Amount  | Other Important Information About This Fee   |
|----------------------|--|---|--|
| <b>Miscellaneous</b> | Check and Deposit Ticket Orders  | Fee varies  | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers receive free standard checks or discounts on certain designs.</li> <li>• We may change the fees for check and deposit ticket orders at any time. Visit a financial center or call us at the number on your statement for current fees.</li> </ul>   |
|                      | Deposited Item Returned or Cashed Item Returned Fee (Returned Item Chargeback Fee) | \$12.00 each domestic item<br>\$15.00 each foreign item               | <ul style="list-style-type: none"> <li>• We charge this fee each time a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.</li> </ul>   |
|                      | Legal Process Fee  | \$125.00 each occurrence<br>(or such other rate as may be set by law) | <ul style="list-style-type: none"> <li>• Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property, such as an attachment, levy or garnishment.</li> </ul>  |
|                      | Stop Payment Fee   | \$30.00 each request  | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li> <li>• There is no charge to place a stop payment on a recurring debit card transaction.</li> </ul>   |
|                      | Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)            | Fee varies  | <ul style="list-style-type: none"> <li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of our standard wire fee for an incoming domestic wire transfer. The standard wire fee for incoming international wire transfers is waived for Platinum Privileges and Preferred Rewards (Platinum and Platinum Honors tiers only) customers.</li> <li>• We may change the fees for wire transfers and drafts at any time. Visit a financial center or call us at the number on your statement for current fees.</li> <li>• For an international wire transfer, other financial institutions involved in the wire transfer may also charge fees and deduct their fees from the amount of the wire transfer.</li> </ul> |

## Frequently Asked Questions About Accounts

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This section covers some of the features and services that may apply to your account.

### What other agreements have terms that apply to my deposit account?

In addition to the terms in this *Schedule of Fees*, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully.

### What are paperless statements?

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a financial center or through Online Banking. When you enroll at a financial center, you'll need to log into Online Banking from your computer to confirm your choice.

### What is a direct deposit?

A direct deposit is an electronic deposit of funds to a checking or savings account.

For Bank of America Core Checking accounts, qualifying direct deposits are deposits of regular monthly income—such as your salary, pension, Social Security benefits—which are made through the automated clearinghouse (ACH) by your employer or other payer.

Other types of transfers and deposits do not qualify for the waiver of the monthly maintenance fee. Examples of non-qualifying transfers and deposits include: teller deposits, wire transfers, non-periodic direct deposits (such as tax refunds or payments for the sale of goods or services), Online Banking transfers, telephone transfers, and ATM transfers and deposits.

### What does variable rate mean?

Funds in an interest bearing checking or savings account earn a variable interest rate. This means that your interest rate and annual percentage yield may change after the account is opened. At our discretion, we may change your interest rate and annual percentage yield at any time.

### What does it mean to link accounts?

You can link some of your other accounts with us either to your Bank of America Interest Checking, Regular Checking or to your Advantage checking account for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the balance required to avoid the monthly maintenance fee on your checking account. You must tell us what other accounts you want us to link to your checking account. An account can only be linked for pricing to one checking account at a time. We do not link your other accounts for pricing unless you tell us to do so. You may not link a SafeBalance Banking<sup>®</sup> account to any other account for pricing.

Please see the checking account descriptions in this schedule of fees for information about what accounts can be linked and applicable balance requirements. Some restrictions apply to what accounts can be linked. See below and the *Combined Balance Service* section in the *Deposit Agreement and Disclosures* for information.

When a new account is opened to replace an existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account

was linked. You must tell us to link the new account. As examples, when you refinance your mortgage loan, the refinanced loan is a new account. Whenever we change the account number of your checking account, we close the current checking account and open a new checking account. In both examples, the replacement account is a new account and, if you want us to link it to your checking account for pricing, you need to tell us to link the new account.

For linked accounts, we may send you a monthly statement that reports account information for all of your linked accounts instead of separate statements for each account.

### What Bank of America first mortgage loans can qualify for a waiver of the monthly maintenance fee on a Bank of America Advantage account?

We currently service many mortgage loans we make. If we service your Bank of America first mortgage loan, you can have us link the loan to your Bank of America Advantage checking account. Sometimes we sell mortgage loan servicing to other companies. If we sell the servicing on your mortgage loan, then the loan is no longer eligible to be used for this waiver.

### What limits apply to linking accounts?

Some restrictions apply to what accounts can be linked to a checking account, including the following. You can generally link savings, money market savings, Individual Retirement Account (IRA) and CD, and some checking and Merrill Edge or Merrill Lynch investment accounts to your checking account. You may only link an account to one checking account at a time. To link additional accounts to a checking account, at least one of the owners of the linked additional account must also be an owner of the checking account. You may not link personal and business accounts together. You may link a SafeBalance Banking account to another SafeBalance Banking account for some purposes, but not to any other account for pricing.

We may in our discretion place other restrictions on what accounts can be linked.

### Are the statement cycles for linked accounts the same?

When you link accounts for pricing, the statement cycles are generally different. If you use a combined statement for your checking and savings accounts, the statement cycles for the linked checking and savings accounts are generally the same.

### What are combined statements?

A combined statement is one statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. In most cases we do not automatically send you a combined statement. You must generally request a combined statement and tell us to link the accounts you want included in the combined statement.

When linked accounts are reported on the combined statement, you understand and agree that each owner of any linked account can review information about all other linked accounts. You should not link accounts that you do not want others to see. Please read the information about Combined Statements in the *Deposit Agreement and Disclosures*.

(continued)

**What is the transaction date for the savings Withdrawal Limit Fee?**

To determine whether a Withdrawal Limit Fee applies to a withdrawal from your savings account, we count the withdrawal on the date we post it to your account. If you are counting the number of withdrawals you make each monthly statement cycle, please note that the date we count the withdrawal may be different than the date you authorize or make the withdrawal. This means that we may not count the withdrawal until a later statement cycle.

**What are the transaction limitations on my savings account?**

There is no limit on the number of deposits you may make to your account. You can also make any number of withdrawals and transfers to your account through the financial center, by mail or at an ATM or ATM with Teller Assist (ATA).

However, federal regulations (applied to all U.S. Banks) and the *Deposit Agreement and Disclosures* limit the number of certain types of withdrawals and transfers from a savings account to a total of six each monthly statement cycle (each month for savings accounts with a quarterly statement). This transaction limit applies to the following types of withdrawals or transfers: automatic or pre-authorized transfers, telephone transfers, Online and Mobile Banking transfers or payments, or, if checks or debit cards are allowed on the account, check, draft and point of sale transactions.

If you exceed these limits on more than an occasional basis, we may convert your account to another type of account, like a checking account, and your account may no longer earn interest.

Please note that for savings accounts, we charge a Withdrawal Limit Fee for each withdrawal and transfer of any type in excess of six if the applicable balance requirement is not met. See the information about this fee in the savings account section on pages 5 and 6.

**Keep the Change® Savings Service**

When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your checking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.<sup>1</sup>

We aggregate the round-up from purchases that post to your checking account each business day and make a single transfer (the "Keep the Change" transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account.<sup>1</sup> We may cancel or modify the Keep the Change service at any time.

<sup>1</sup>If your savings account enrolled in Keep the Change is converted to a checking account, Keep the Change transfers will continue to be made into that account. Should you have any questions on the Keep the Change program, please contact your nearest financial center.

Keep the Change® Patent No. US 8,301,530B2.

**Preferred Rewards**

You are eligible for the Preferred Rewards program when you (i) have an active, eligible personal checking account with Bank of America, and (ii) maintain the balance required for one of the balance tiers in any combination of eligible deposit accounts with Bank of America and/or eligible investment balances with Merrill Edge® or Merrill Lynch. Once you are eligible, you can enroll for program benefits. Enrollment is generally available within three or more business days of eligibility.

The combined balance requirement is calculated based on your average daily balance maintained for a three calendar month period.

Your benefits become effective within one month of your enrollment, unless we indicate otherwise. Some benefits are automatically activated upon the effective date of your enrollment and require no action on your part. Some benefits may require you to open a new account or take other action. Some benefits are available based on balances and other requirements without the need to enroll. Read carefully the terms of any offer to understand the action required.

Different benefits are available at different balance tiers. The balance tiers are: Gold, for combined balances at and above \$20,000; Platinum, for combined balances at and above \$50,000; and Platinum Honors, for combined balances at or above \$100,000.

You will qualify for the next higher balance tier when your three-month average combined balances exceed the minimum amount for that balance tier. You will qualify for the benefits of the next higher balance tier starting in the month after the month in which you satisfy the combined balance requirement.

We will perform an annual review of your qualifying balances in the month following the anniversary date of your initial enrollment in the program. The annual review will calculate your three-month average combined balance as of the end of your anniversary month and place you in the balance tier for which you meet the qualification requirements. If the result of the annual review would be to move you to a lower tier, you will have a three-month period after your anniversary month in which to restore your qualifying balance before you are moved to that lower balance tier. If you are moved to a lower balance tier, your benefits may be changed to those of the balance tier for which you qualify without further notice. Please note that while you can be moved to a higher balance tier after any month in which you satisfy the combined balance requirement for that tier, you will only be moved to a lower balance tier as a result of the annual review.

At the annual review, we will also confirm that you still have an active, eligible personal checking account with Bank of America. If as a result of the annual review you do not qualify for any balance tier, or you no longer have an eligible checking account, and you do not sufficiently restore your balances or open an eligible checking account in the three months after your anniversary month, your qualification will discontinue. Your benefits may then be discontinued immediately without further notice.

You or we may terminate your enrollment at any time.

Only personal accounts that you own count toward your balance requirements and receive benefits. Accounts on which you are a signer but not an owner, or accounts included in your periodic statement on which you are not an owner, are not eligible. SafeBalance Banking® accounts do not count towards the checking account requirement or balance

(continued)

requirements for Preferred Rewards, and SafeBalance Banking accounts do not receive the fee waivers and other benefits of the Preferred Rewards program. Enrolling in Preferred Rewards will discontinue your participation in the Platinum Privileges® or Banking Privileges for Wealth Management programs. In some cases, Preferred Rewards benefits differ from Platinum Privileges and Banking Privileges for Wealth Management benefits, so be sure you understand the effect on your benefits before enrolling.

We may change or terminate program benefits at any time, without prior notice.

Employee benefit plans (such as 401(k)) will not count toward the combined balance requirement. 529 plans are included only if they appear on your Merrill Lynch or Merrill Edge statement, except 529 plans owned in UGMA/UTMA form are not included.

For details on Employee qualification requirements, please visit the Employee Banking & Investments website.

*Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center™ (investment guidance) and self-directed online investing.*

### Credit Card Rewards Bonus for Preferred Rewards

Primary cardholders or co-applicants (not authorized users) of eligible Bank of America rewards credit cards (“Card(s)”) who have enrolled in the Preferred Rewards Program (“Program”) will receive bonus cash rewards or bonus points (“Preferred Rewards Bonus”) as a result of their participation in the Program. Preferred Rewards Bonus levels are: **25%** for the Gold tier; **50%** for the Platinum tier; and **75%** for the Platinum Honors tier. Some types of credit cards are not eligible for the Preferred Rewards Bonus. Review the Card Eligibility Guidelines (in the Credit Card Rewards Bonus section) at [bankofamerica.com/preferred-rewards](http://bankofamerica.com/preferred-rewards) for a complete list of ineligible cards.

#### How it works:

For those Cards that **are** eligible, customers can receive their Preferred Rewards Bonus in one of two ways based on their Program tier **and** the type of Card:

**1) BankAmericard Cash Rewards™ Cards.** For BankAmericard Cash Rewards™ Cards—which offer a 10% customer bonus for redeeming cash rewards into a Bank of America® checking or savings account or an eligible Merrill Lynch Cash Management Account® (collectively, “Eligible Accounts”)—the Preferred Rewards Bonus will be applied when you redeem into an Eligible Account. For example, if you redeem \$100 of cash rewards into an Eligible Account, the Preferred Rewards Bonus (based on the levels described above at the time you redeem) will add \$25, \$50 or \$75 to this redemption amount, totaling \$125, \$150 or \$175. The Preferred Rewards Bonus will **replace** the 10% customer bonus. Cash rewards redemptions for a statement credit or check will **not** receive the Preferred Rewards Bonus (or the 10% customer bonus).

**2) All Other Eligible Credit Cards.** For all other Cards that are eligible to receive the Preferred Rewards Bonus (such as BankAmericard Travel Rewards® and BankAmericard Rewards® cards), the Preferred Rewards Bonus will be added to the base rewards you earn with each purchase. For example, if you earn 100 base rewards, the Preferred Rewards Bonus (based on your tier when the purchase posts to your account) will add 25, 50, or 75 bonus rewards, totaling 125, 150, or 175 rewards. For BankAmericard Travel Rewards Cards, the Preferred Rewards Bonus will **replace** the 10% customer points bonus.

Any other bonus rewards – including, but not limited to, account-opening bonus rewards and merchant-based bonus rewards such as those for drug store or travel purchases (collectively, “Other Bonus Rewards”) – will not receive the Preferred Rewards Bonus but these Other Bonus Rewards will still be added to your total rewards earned. Any returns, credits, or adjustments on an eligible Card may result in both base rewards and the Preferred Rewards Bonus (depending on your tier when the return occurs) being deducted from your rewards balance.

#### Additional Information:

Credit Card Rewards are maintained and redeemed according to individual card program rules. Refer to your Card’s program rules for additional details. Your Card account must be open and in good standing to earn and redeem rewards. After enrolling in the Program, or if you are already enrolled and open a new Card, it may take up to 45 days for the Preferred Rewards Bonus to become active on your Cards. If you move to a higher (or lower) reward tier, it may take up to five days for the higher (or lower) Preferred Rewards Bonus to become active on your existing Cards. For enrolled clients who change their card type, as long as the new Card is an eligible credit card, it may take up to five days for the Preferred Rewards Bonus to become active on the new Card. If more than one cardholder on a Card account (primary and co-applicant) is enrolled in the Program, the account will receive the Preferred Rewards Bonus level based on the cardholder with the higher tier. If a co-applicant with a higher tier is added to a Card account, it may take up to 45 days for the higher Preferred Rewards Bonus to become active on that Card.

### Notice for Maine Deposit Account Customers:

If you have a dispute with us regarding your deposit account, you may contact us and attempt to resolve the problem directly. If you feel we failed to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: [http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

When your complaint involves a federally-chartered financial institution, such as Bank of America, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

# **Personal Schedule of Fees for SafeBalance Banking®**

*Effective May 6, 2016*

The SafeBalance Banking account is a personal deposit account.



[bankofamerica.com](http://bankofamerica.com)

Applies in all states.

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The SafeBalance Banking account is an account you can use to make transactions and pay bills. Since it is not a traditional checking account you cannot write checks with this account.

## Overview

The SafeBalance Banking® account is an account you can use to make deposits, withdrawals and pay bills. It is a checkless checking account, since you cannot write paper checks with this account. It is not a traditional checking account. You can make payments with your debit card, through our Online and Mobile Banking Bill Pay service, a wire transfer, or an Automated Clearing House transaction (ACH), and you can make withdrawals through an ATM or financial center.

Do not order checks from third parties. If a check is presented for payment, it will not be paid even if you have enough money in your account to cover it. You may incur fees from the merchant or other party you were trying to pay when the check is returned.

Your SafeBalance Banking account does not come with overdraft services, which means we do not authorize or pay a transaction unless we believe that you have enough available funds at the time of the transaction. Please see the “Other Important Account Information” section for more details about overdrafts.

Additional terms and limitations of the SafeBalance Banking account are described in this schedule of fees. Please review the account description for details about your account and account fees. Other account fees that can apply to your account are listed in the “Other Account Fees and Services” section.

When you open a deposit account, it is located at a financial center and generally remains at that location until it is closed. If your address is in a state where we do not have a financial center at the time, we may open the account at a financial center in Virginia. If state taxes apply to an account or service, taxes are in addition to the fee amount listed.

We may change the account and services described in this schedule of fees at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new services and convert or discontinue this account or any services at any time.

You can get information about accounts, services and fees not covered in this schedule of fees by visiting a financial center or calling us at the number on your statement.

### **Deposit Agreement and Disclosures Amended**

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Note that since there are no check-writing privileges, references in the *Deposit Agreement and Disclosures* to the ability to write checks and associated rights and obligations do not apply to the SafeBalance Banking account. All other terms and conditions in the *Deposit Agreement and Disclosures* that apply to checking accounts apply to the SafeBalance Banking account except as otherwise amended in this schedule of fees. Please read both agreements carefully. These agreements are part of the binding contract between you and us for your account and deposit relationship. You can also find these agreements at [bankofamerica.com](http://bankofamerica.com). References to the *Personal Schedule of Fees* in the *Deposit Agreement and Disclosures* and in other documents include this schedule of fees.

Other terms and conditions in this schedule of fees amend the *Deposit Agreement and Disclosures*, including information in the “Other Important Account Information” section.

**Information About SafeBalance Banking**

| Account  | Monthly Maintenance Fee                               | Features Available with Your SafeBalance Banking Account   | Features Not Available with Your SafeBalance Banking Account  |
|--|---|--|---|
| <p><b>SafeBalance Banking®</b></p> <ul style="list-style-type: none"> <li>• Non-interest bearing account</li> <li>• Minimum to open - \$25.00</li> </ul> | <p>\$4.95</p> <p>We do not waive the monthly fee.</p> | <ul style="list-style-type: none"> <li>• No Overdraft Item Fees, NSF: Returned Item Fees or Extended Overdrawn Balance Charge</li> <li>• Debit card (Photo Security® feature available) or ATM card</li> <li>• Online and Mobile Banking Service</li> <li>• Online and Mobile Bill Pay Service</li> <li>• Email and Text Alerts</li> <li>• Keep the Change® Savings Service</li> </ul> | <p>The SafeBalance Banking account is different from a traditional checking account. It has important limitations that you should review. If you want any of the functions or services listed below, it might not be the right account for you.</p> <p>The following features are <b>not</b> available with your SafeBalance Banking account:</p> <ul style="list-style-type: none"> <li>• Checks. Paper checks written by you or others on the account will not be paid. <ul style="list-style-type: none"> <li>- Do not buy checks from any source, such as checks you see advertised on the internet or in the newspaper or any other third parties.</li> <li>- Be careful when providing your account and routing numbers to merchants for a payment since they may process the payment as a check which will be rejected.</li> </ul> </li> <li>• Overdraft Protection Service to or from a linked account.</li> <li>• Overdraft services. Your account is set to a “Decline All” transactions overdraft setting. This means that if you do not have sufficient available funds in your account to cover an item, the item will be returned unpaid. You may be assessed a fee by a merchant if this happens. Please see the “Other Important Account Information” section for more details.</li> </ul> <p>Balances do not count towards Platinum Privileges®, Preferred Rewards, Banking Privileges for Wealth Management, Banking Rewards for Wealth Management or other relationship pricing programs, and the SafeBalance Banking account does not receive the fee waivers and other benefits of the Platinum Privileges and Preferred Rewards programs.</p> <p>Affinity Banking is not available to be added to your SafeBalance Banking account or debit card.</p> |

**Other Account Fees and Services**

| <b>Fee Category</b>   | <b>Fee Name/Description</b>   | <b>Fee Amount</b>  | <b>Other Important Information About This Fee</b>   |
|---|---|--|---|
| <b>ATM Card and Debit Card Fees</b>   | Replacement ATM or Debit Card Fee   | \$5.00 per card  | <ul style="list-style-type: none"> <li>• Fee for each requested replacement of a card or other debit access device.</li> <li>• The replacement fee does not apply when we replace a card upon its expiration.</li> </ul>  |
|   | Rush Replacement ATM or Debit Card Fee  | \$15.00 per card   | <ul style="list-style-type: none"> <li>• Fee for each requested rush delivery of a card or other debit access device.</li> <li>• The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee.</li> </ul>   |
|   | Non-Bank of America Teller Withdrawal Fee   | For each transaction, the greater of \$5.00 <b>OR</b> 3% of the dollar amount of the transaction, up to a maximum of \$10.00 | <ul style="list-style-type: none"> <li>• Fee applies when you authorize another financial institution to use your card or card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.</li> </ul>  |
|   | International Transaction Fee   | 3% of the U.S. dollar amount of the transaction  | <ul style="list-style-type: none"> <li>• Fee applies if you use your card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"). Foreign Transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country.</li> <li>• Fee also applies if you use your card to obtain foreign currency from an ATM. Visa® or MasterCard® converts the transaction into a U.S. dollar amount, and the International Transaction Fee applies to that converted U.S. dollar amount. ATM fees may also apply to ATM transactions. See ATM Fees section below.</li> <li>• See disclosure information that accompanied your card for more information about this fee.</li> </ul> |
| <b>ATM Fees</b><br><b>Bank of America ATM</b> – an ATM that prominently displays the Bank of America name and logo on the ATM<br><br><b>Non-Bank of America ATM</b> – an ATM that does not prominently display the Bank of America name and logo on the ATM | Withdrawals, deposits, transfers, payments and balance inquiries at a Bank of America ATM                                       | No ATM fee   | <ul style="list-style-type: none"> <li>• Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.</li> </ul>  |
|   | Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.          | \$2.50 each  | <ul style="list-style-type: none"> <li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li> <li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li> </ul>   |
|   | Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country | \$5.00 each  | <ul style="list-style-type: none"> <li>• See the disclosure information that accompanied your card for other fees that may apply.</li> <li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as a Withdrawal Limit Fee for savings.</li> </ul>   |

Please also review the *Deposit Agreement and Disclosures*.

**Other Account Fees and Services *continued***

| <b>Fee Category</b>  | <b>Fee Name/Description</b>  | <b>Fee Amount</b>  | <b>Other Important Information About This Fee</b>  |
|----------------------|--|--|--|
| <b>Copies</b>        | Deposit Slips and other Credit Items   | No fee for the first two copies of each request. After two copies, there is a \$3.00 fee for each copy up to a maximum of \$75.00 per request. | <ul style="list-style-type: none"> <li>This fee does not apply to accounts opened in Massachusetts and New Hampshire.</li> <li>You can avoid the fee by viewing and printing your available Deposit Slips and other Credit Items, instead of ordering the copy from us. For information about what Deposit Slips and other Credit Items are available in Online Banking, please review the Activity tab.</li> </ul>                        |
|                      | Statement Copy Fee   | \$5.00 per copy  | <ul style="list-style-type: none"> <li>You can avoid the fee by viewing and printing your available statements in Online Banking, instead of ordering the copy from us. For information about what statements are available in Online Banking, please review the Statements and Documents tab.</li> <li>This fee does not apply to your monthly statement delivery. It only applies when you request copies of your statements.</li> </ul> |
| <b>Miscellaneous</b> | Deposit Ticket Orders  | Fee varies   | <ul style="list-style-type: none"> <li>We may change the fees for deposit ticket orders at any time. Visit a financial center or call us at the number on your statement for current fees.</li> </ul>  |
|                      | Deposited Item Returned or Cashed Item Returned Fee (Returned Item Chargeback Fee) | \$12.00 each domestic item<br>\$15.00 each foreign item  | <ul style="list-style-type: none"> <li>We charge this fee each time an item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.</li> </ul>   |
|                      | Legal Process Fee  | \$125.00 each occurrence<br>(or such other rate as may be set by law)  | <ul style="list-style-type: none"> <li>Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property, such as an attachment, levy or garnishment.</li> </ul>  |
|                      | Stop Payment Fee   | \$30.00 each request   | <ul style="list-style-type: none"> <li>There is no charge to place a stop payment on a recurring debit card transaction.</li> </ul>  |
|                      | Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)            | Fee varies   | <ul style="list-style-type: none"> <li>We may change the fees for wire transfers and drafts at any time. Visit a financial center or call us at the number on your statement for current fees.</li> <li>For an international wire transfer, other financial institutions involved in the wire transfer may also charge fees and deduct their fees from the amount of the wire transfer.</li> </ul>   |

## Other Important Account Information for SafeBalance Banking

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This section covers some of the features and services that may apply to your account and amends certain sections of the *Deposit Agreement and Disclosures*.

### How does the Deposit Agreement and Disclosures apply to my SafeBalance Banking account?

In addition to the terms in this schedule of fees, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully. Certain sections of the *Deposit Agreement and Disclosures* that are changed are noted in this section and in the Overview.

**NOTE:** The following two questions amend the “Insufficient Funds – Overdrafts and Returned Items” section of the *Deposit Agreement and Disclosures*. That section is deleted and replaced with the information in these two questions.

### My account is overdrawn. I thought I could not overdraft my SafeBalance Banking account?

While we attempt to limit overdrafts on your SafeBalance Banking account, at times overdrafts still occur. When we determine that you do not have enough available funds in your account to cover an item, then we consider the item to be an insufficient funds item. Without notice to you, we may overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). We will not charge you an Overdraft or NSF: Returned Item Fee or an Extended Overdrawn Balance Charge if this happens. However, you may be assessed a fee by the merchant. If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your items. We usually make this determination once at the end of the day when we process items. Examples of holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions. We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

Here is an example of how your account might still become overdrawn. You use your debit card to pay for your meal at a restaurant. The restaurant asks us to authorize the transaction for the amount of the meal. We authorize the transaction because we determine you have enough available funds in your account at this time. However, if you decide to use your debit card to leave a tip and add the amount of the tip to the cost of the meal, that will increase the total amount of the transaction. When the transaction is processed that night, you may not have enough funds in your account to cover the increased amount of the transaction and it will overdraw your account. This means, unless you promptly transfer or deposit enough available funds, when we receive the debit card transaction, it will overdraw your account. However, you will not be charged an overdraft fee by the Bank.

### What overdraft setting is applied to the SafeBalance Banking account?

We automatically apply our Decline All transactions overdraft setting to your SafeBalance Banking account. With the Decline All transactions overdraft setting, we do not authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account to cover the transaction. This means that we will decline or return these transactions unpaid. You may be assessed a fee by the merchant if this happens.

### What happens if a merchant wants to use my account number and routing number for a payment?

Be careful when you give out your account number and routing number to an originator that you authorize to process debits from your account. At times, an originator may process such a payment as a check and submit it to us instead of an ACH (Automated Clearing House) transaction. Those checks will be rejected and not paid. You may be charged a fee by the originator if this happens. If you give anyone your account number and routing number, make sure it is for an ACH transaction only. You may want to ask if the merchant can use your debit card number instead. Please see the *Deposit Agreement and Disclosures* for more details about ACH transactions.

### How do I pay my bills if I don't have checks? What if I need to write a check?

You can pay bills using our Online and Mobile Bill Pay service or transfers, your debit card, cash, or by making electronic payments. If you find that you need to write checks on a regular basis and these alternatives do not work for you, you may need a traditional checking account that offers check-writing capability. Cashier's checks are also available for a fee in our financial centers.

### What happens if my employer asks for a voided check for direct deposit?

Since the SafeBalance Banking account does not include checks, you cannot provide a voided check. You can provide the account number and routing number and indicate that it is a checking account so that your employer can set up a direct deposit to your account. Or, you can complete the printable enrollment form in Online Banking. You can also ask us for a direct deposit enrollment form that you can provide to your employer.

### How does Online and Mobile Bill Pay work with the SafeBalance Banking account?

SafeBalance Banking accounts have different Bill Pay features than traditional checking accounts. When you use Online and Mobile Bill Pay with your SafeBalance Banking account, payments will be withdrawn from your account before delivery to the payee. The date that payments will be withdrawn from your account and the delivery date of the payments will be shown in Online Bill Pay. If there are not enough funds in your account when we attempt to withdraw the payment amount, the payment will not be sent. Please refer to the *Online Banking Service Agreement* for more details on how Bill Pay works for SafeBalance Banking accounts.

(continued)

## Other Important Account Information for SafeBalance Banking *continued*

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### What happens if I want a different account instead of my SafeBalance Banking account?

To change to a different account type, you must open a new checking account. If you choose to open a new checking account, you will be assigned a new account number. This will impact any situation where you use your account number, such as any direct deposits to or automatic withdrawals from your account. You will need to provide the updated account number to any third parties that you gave the original account number to for payments or direct deposits. You can close your SafeBalance Banking account but keep in mind any payments that may be outstanding; these payments may be rejected. Please look closely at the terms and conditions of your new account since important features such as fees and overdrafts will change.

If you use our Online and Mobile Bill Pay service, payments will be made differently. Please see the *Online Banking Service Agreement* for more details.

### What happens if I want a SafeBalance Banking account instead of my current account?

You must open a new SafeBalance Banking account. If you choose to do this you will be assigned a new account number for your new SafeBalance Banking account. This will impact any situation where you use your account number, such as any direct deposits to or automatic withdrawals from your account. You will need to provide the updated account number to any third parties you gave the original account number to for payments or direct deposits. You can close your existing account but keep in mind any checks or other payments that may be outstanding.

Some other important things to know about SafeBalance Banking include:

- You cannot write paper checks with the SafeBalance Banking account. Please see the account description on page 2 for more details and restrictions.
- You cannot use checks from your existing account with your SafeBalance Banking account and any outstanding checks will not be paid once the existing account is closed. This may result in fees assessed by merchants for returned items (“bounced check” fees).
- Overdrafts will typically not be paid on your new SafeBalance Banking account. If you do not have sufficient funds in your account to cover an item, the item will usually be returned unpaid. You may be assessed a fee by a merchant if this happens. There are circumstances when an overdraft will occur. Please see the other questions in this section for more details on how that can happen.
- You will have a separate statement for your SafeBalance Banking account.
- If you use our Online and Mobile Bill Pay service with your new SafeBalance Banking account, payments will be made differently. Please see “How does Online and Mobile Bill Pay work with the SafeBalance Banking account” on page 5.

Please review the product description on page 2 and this schedule of fees for more information about the SafeBalance Banking account.

### What happens if I have to choose between “Checking” and “Savings” to start a transaction?

Please choose “Checking” if you are trying to access your SafeBalance Banking account. While the SafeBalance Banking account does not have paper checks, choosing this option will allow you to access the funds in your SafeBalance Banking account if you are at an ATM or need to complete a deposit slip.

### Can I combine my SafeBalance Banking account statement with my other deposit account statements?

No, combined statements are not available with the SafeBalance Banking account. The “Combined Statements” section of the *Deposit Agreement and Disclosures* is amended accordingly.

### What does it mean to link accounts for pricing?

Some of Bank of America’s accounts can be linked for pricing. However, the SafeBalance Banking account cannot be linked to any other account for pricing purposes. If you have another account with Bank of America, like a CD or savings account, you won’t be able to link it to the SafeBalance Banking account for pricing purposes. The “Combined Balance Service” and “Limits on Linking Accounts” sections of the *Deposit Agreement and Disclosures* do not apply to the SafeBalance Banking account.

### What are paperless statements?

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a financial center or through Online Banking. When you enroll at a financial center, you’ll need to log into Online Banking from your computer to confirm your choice.

## Keep the Change® Savings Service

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When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your SafeBalance Banking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.<sup>1</sup>

We aggregate the round-up from purchases that post to your SafeBalance Banking account each business day and make a single transfer (the “Keep the Change” transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your SafeBalance Banking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account.<sup>1</sup> We may cancel or modify the Keep the Change service at any time.

<sup>1</sup>If your savings account enrolled in Keep the Change is converted to a checking account, Keep the Change transfers will continue to be made into that account. Should you have any questions on the Keep the Change program, please contact your nearest financial center.

*Keep the Change® Patent No. US 8,301,530B2.*

### **Notice for Maine Deposit Account Customers:**

If you have a dispute with us regarding your deposit account, you may contact us and attempt to resolve the problem directly. If you feel we failed to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: [http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

When your complaint involves a federally-chartered financial institution, such as Bank of America, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

**EXHIBIT C**

The alleged error involves a transfer resulting from a point of sale transaction, a transaction initiated outside a state, territory or possession of the United States. We may take up to 90 days (instead of 60 days) to investigate. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is yours, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to not your complaint or question in writing and we do not resolve it within 10 business days, we may not provisionally credit your account. We will still tell you the results within three business days after completing our investigation. If we decide that there was an error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is yours so you have the use of the money during the time it takes us to complete our investigation.

**Additional Information for Massachusetts Customers.**

- Any documentation provided to you which indicates that an electronic fund transfer was made that is not a debit or evidence of the transfer or shall constitute prima facie proof that the transfer was made; and
  - The inclusion by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.
- UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**
- Liability.** You follow to complete transactions. The following description of our liability is not meant to be a full explanation of either your or our legal rights or obligations, which may vary depending on applicable laws. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM Cards.

- If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
    - if through no fault of ours, you do not have enough available funds in your account to make the transfer;
    - if the machine where you are making the transaction does not have enough cash;
    - if the ATM terminal or systems are not working properly and you know about the breakdown when you started the transaction;
    - if circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances;
  - if your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN;
  - if your account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction;
  - if there are other exceptions stated in our agreement with you which cover the particular type account or accounts involved in a specific transaction;
  - if the transfer would go over the credit limit on your credit line account; or
  - if an account becomes dormant, in which case we may eliminate Card access to that account.
- Bank of America's "Zero Liability Protection" policy for Unauthorized Transactions.** Federal law (described in the Regulation E Liability Disclosure in Section 12.2 below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

Under the Bank of America "Zero Liability Protection" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card. Card number or PIN or its unauthorized use, subject to the following terms and conditions.

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or Card number.

**"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (1) you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority; or (2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.2 below). If you have a Business ATM Card, the same definition of "reasonable time" will apply to you but the consumer protections of the Electronic Fund Transfer Act or Regulation E will not apply to you or your Business ATM Card.

**Other considerations.** We may deny you the benefit of this policy if: (1) we do not receive your written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated; or (2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**Your rights under Regulation E.** If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.2 below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

**Regulation E Liability Disclosure: Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions.** The following provisions apply only to accounts established primarily for personal, family or household purposes and do not apply to business accounts. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost, stolen or if you believe the electronic fund transfer has been made without your permission using information from your check. Reporting is the best way of keeping your possible losses down. You may call us or write us at the telephone number and address listed in Section 18 of this Card Agreement. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers if someone else uses your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include all of the money in your account plus any advances on a credit line or overdraft (yes, even if not linked to your account).

Also, if your statement shows transfers that you did not make, including those made by Card, Card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us promptly. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

Massachusetts customers can lose no more than \$500 if you fail to give us notice of your loss of stolen Card or PIN and your Card or PIN is used without your permission. Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.2 above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. Remember, do not write your PIN on your Card or carry the PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

**13. Security.**

**13.1. Confidentiality of PIN.** You agree not to disclose to anyone the PIN furnished to us or selected by you to be used in ATM or point of sale transactions with the Card.

**13.2. ATM safety.** Please refer to the safety tips for using your Card at ATMs found on the make that came with your Card for important information about how to protect yourself when using your Card at ATMs.

**NOTICE:** As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

**14. Our Right to Cancel or Block Your Card**

We may decide to issue or remove a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this Card Agreement, we may at our option and without waiving any rights, complete the transaction and debit or credit your account accordingly. The cardholder's Card privileges do not affect other terms for your account. If we restate your Card privileges, this Card Agreement is also automatically reinstated.

If the Card was sent you in return for an undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same number or may restrict use of all Cards on all of your accounts. If you lose or card your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

**15. General Terms**

**15.1. Waiver and assignability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card. We may deny enforcing our rights under the Card Agreement without losing them. If we waive a provision of this Card Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Card Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Card Agreement, given that the law is amended by the Card Agreement.

A determination that any part of this Card Agreement is invalid or unenforceable will not affect the remainder of this Card Agreement.

**16. Sales and other related items.** We report Card transactions on your deposit account statement. We do not return copies of sales slips or debit slips or other items related to the use of the Card. You may obtain a copy of a sales slip or debit slip upon your prompt request.

**17. Amendments.** We may change this Card Agreement at any time. For example, We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is feasible to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. You do not agree, you must cancel this Card Agreement by notice to us and destroy your Card(s).

**18. Joint accounts.** If you checking or savings account is jointly owned with one or more other persons, each of you is subject to this Card Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all persons on a joint account, if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this Card Agreement at the address we have for this person in our records.

**19. Credit or information inquiries.** You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the balance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and/or otherwise provided in the Deposit Agreement.

**20. Legal restrictions.** You agree that you will only use the Card for transactions that are legal. You agree that you will not use your Card for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361, et seq. (Display of a "Red" MasterCard® or other payment card logo by an internet merchant does not mean that internet transaction is legal when you conduct it). You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. We do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

**21. Applicable law.** You and our rights and obligations under this Card Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

**22. Other Agreements**

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

**23. Business ATM Card and Business Accounts**

This section applies to Business ATM Cards and business accounts linked to personal cards only in all states except California. Many business checking, savings and credit card accounts can be accessed using a Business ATM Card. You agree that any authorized signer to whom we issue a Business ATM Card is authorized to use the Business ATM Card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM Card can be used for the same transactions as a personal ATM Card, except as follows:

- You are not given immediate credit for deposited items at ATMs.
- You cannot use your Business ATM Card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you and
- Generally, you may not use your Card to access lines of credit. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM Card or Business ATM Card number before you notify us of any loss or theft, except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a Business ATM Card. You, as the account owner (whether a sole proprietor, partnership, corporation, limited liability company, or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfer Act nor Regulation E applies to any transactions made with a Business ATM Card or Business ATM Card number.

If you are a sole proprietor, you may access your business accounts by linking it to a personal Card. If you also link a personal account to the personal Card, then the transactions on the personal account are not subject to Regulation E and the Electronic Fund Transfer Act but the transactions on the business account are not subject to this regulation or law. When a business account is linked to a personal Card, the business account is not subject to Regulation E but is otherwise subject to the terms of this Card Agreement. Certain fees may apply. Please review your current Business Schedule of Fees. Sole proprietor business accounts linked to a personal Card may be subject to fees as described in the current Personal Schedule of Fees.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1-866-868-8633 (1-866-307-8633).

**18. Telephone Number and Address to Be Notified in Event of Unauthorized Transfer and Lost or Stolen Bank of America ATM cards and debit cards**

If you believe your Card is lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Card Statement Report or similar affidavit.

Telephone:  
 1-800-432-1000  
 Spanish: 1-800-558-5095  
 TDD: 1-800-288-4428  
 Deaf/Blind: 1-800-548-6050  
 Or write:  
 Bank of America  
 Dispute Resolution Services  
 P.O. Box 53137  
 Phoenix, AZ 85072-3137

**19. IMPORTANT INFORMATION FOR WELLS FARGO CASH MANAGEMENT ACCOUNT HOLDERS AND INTERNATIONAL CASH MANAGEMENT ACCOUNT HOLDERS.**

If you report your debit card to be linked to your Cash Management Account™ (CMA™ Account) or International CMA™ Account (each a "Borrowing Account"), the following provisions apply:

Your checking account through Bank of America, N.A. is governed by the Deposit Agreement. Your Brokerage Account through Merrill Lynch, Pierce, Fenner & Smith Incorporated is governed by the CMA Account Disclosures and Account Agreement or the International CMA Terms and Conditions, as applicable (each a "Borrowing Account Agreement"), as amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to also refer to the applicable Borrowing Account Agreement with respect to your Card's access to Borrowing Accounts.

Also, certain references in this Card Agreement to "deposit accounts" shall include the Purchasing Power (as defined in your Brokerage Account Agreement) of your Brokerage Account, and the provisions of this Card Agreement are generally applicable to your use of a debit card in connection with the Borrowing Account. However, in some respects, additional or different provisions may apply.

For example, see your Brokerage Account Agreement for a description of the order in which the various assets in your Brokerage Account are accessed when you make any type of withdrawal, including ATM withdrawals. There may be other provisions relevant to your use of a debit card in your Brokerage Account Agreement that are particular to your Brokerage Account, such as transaction limits at ATM. Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Brokerage Accounts. For example, your ability to make balance inquiries at ATMs will be limited to the Purchasing Power of your Brokerage Account. Brokerage Account transactions and inquiries of your Brokerage Account will not be included in your balance inquiries at ATMs.

Investment products provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated.

|                      |                |                         |
|----------------------|----------------|-------------------------|
| ARE NOT FDIC-INSURED | MAY LOSE VALUE | ARE NOT BANK-GUARANTEED |
|----------------------|----------------|-------------------------|

**For safety tips on using your Card at ATMs, please see the reverse side of your Card carrier.**

DTK-044306



# Important Information Brochure: Card Agreement and Disclosure

Personal Debit Cards, Personal ATM Cards, Business ATM Cards and Access Devices

Effective July 1, 2014, for cards and other Access Devices associated with deposit accounts opened in all states and the District of Columbia.

882014 Bank of America Corporation

This Card Agreement and the applicable Schedule of Electronic Fees and Other Limits on Transactions are a contract between you and us (Card Agreement) regarding your Bank of America debit card or ATM card (Business ATM card, or Access Device). It describes the electronic banking services you can use with your Card (as defined below) and includes information about our and your rights and obligations. This Card Agreement, which is part of the Deposit Agreement and Disclosures and any related Personal Schedule of Fees or Business Schedule of Fees (collectively, the "Deposit Agreement") apply to each Bank of America deposit account that you link to your Card. If this Card Agreement and any other provisions of the Personal Schedule of Fees still include the Personal Schedule of Fees for "Self-Banking Banking".

Throughout the Card Agreement, the words "we," "us" refer to Bank of America, N.A. "you" and "your" refer to each person to whom we issue a Card and the entirety of each deposit account to which a Card is linked. Unless otherwise noted, references to checking accounts include Self-Banking Banking accounts.

"Access Device" means a card, code or other means of access to a consumer's account or any combination that may be used to initiate electronic funds transfers, electronic funds transfers includes all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions.

"ATM" means an automated teller machine.

"ATM Card" means a Card that can only be used at an ATM and at limited PIN-based point-of-sale (POS) terminals.

"Business ATM Card" means an ATM Card that is linked to a deposit account opened for business purposes.

"Card" means a personal Bank of America debit card, personal ATM Card, Business ATM Card, mini card, mobile card or any other Access Device that is linked to at least one deposit account with us.

You agree to use your Card in accordance with this Card Agreement by activating, using a Card by allowing another person to use a Card if you are the owner of a business deposit account to which a Business ATM Card is linked, you agree that activation or use of a Card by any authorized agents or others you authorize to use a Card constitutes your agreement to the terms of this Card Agreement.

**1. Your Responsibility**

When you open or maintain a Bank of America deposit account, you may choose to receive a Card. You agree to use your Card only in the manner and for the purposes described in this Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or its authorization. We may complete it without incurring any obligation to honor the same type of transaction in future occasions. If a signature panel is provided on your Card, you must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or anyone you allow to use your Card. You agree to take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overstate your account in connection with your transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach, do not fulfill or any term of this Card Agreement, you are responsible to us for all damages and losses.

**2. Linking Account**

**a. Existing Accounts.** You must link your Card to one Bank of America deposit account. We may link the number of deposit accounts you may link to your Card. If you have a debit card, you must link it to your primary checking account. You may be permitted to link your Card to a non-Bank of America credit card account if you do so, you may then use the Card to obtain credit on that account under terms previously disclosed in the applicable credit card agreement. You may not be able to link certain Bank of America accounts to your Card.

You may also link your debit card to certain Merrill Lynch brokerage accounts as long as your debit card is attached to a primary checking account. If you close your primary checking account, any Merrill Lynch brokerage accounts will be deleted automatically from your debit card.

**b. Your PIN.** If you do not select your PIN when you request your Card, a randomly selected PIN will be sent to you and should arrive within one week after you receive your Card. If you do not receive your PIN, call us at the number listed in Section 10 below. If you currently have a PIN, it continues to apply to any replacement Card issued to you with the same Card number.

**c. Activating your Card.** When we send you a Card, for your protection, the Card is not activated. Before using your Card, you must activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. You received a mini-card mobile tag with your Card and also received the mini-card mobile tag if you do not wish to use your Card. Please dispose of the Card and/or mobile tag cutting up.

**Special Rules for Mobile Tags**

The mobile tag cannot be used for ATM transactions. You may use your mobile tag to make point-of-sale transactions at merchant locations that accept mobile tags. The mobile tag does not have your 16-digit Card number or expiration date so you must refer to your full-size Card when that information is needed. To establish recurring preauthorized payments or to return merchandise, the mobile tag does not have a separate purchase limit. It is shared with the limit applicable to your Card.

By installing, removing, and/or using a mobile tag on your mobile phone, it is possible that the warranties covering your mobile phone are voided and that your mobile phone, you or your property may be damaged.

Bank of America is not liable for any damage to you, your body, your property or your mobile phone, including, but not limited to, loss of warranties, physical damage, data corruption, phone interference, inability to make or receive phone calls, degradation of phone capabilities, change in specific applications operating software, computer, and/or loss of data, to

your mobile phone. You are responsible for determining what warranties may be voided by the use of the tag with your mobile phone. You assume all risk for any damage or loss of warranty.

**d. Using your ATM Card.** You may use your ATM Card to make purchases at ATMs. If you link your ATM Card to a checking account, you may also use your ATM Card to make purchases at merchant locations that accept PIN-based payments.

**e. Using Your Debit Card on/with Access Device.** If you have a debit card linked to your checking account, you may use your debit card to make purchases at merchants that accept debit cards and you may also obtain cash from financial institutions that accept debit cards.

**3. Services Available at ATMs**

You authorize us to perform the transactions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees may apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at Bank of America ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, at all cashiers at some ATMs.

**a. Bank of America ATMs.** Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You may use your Card at ATMs to perform the following transactions:

- Make deposits to your linked deposit accounts;
- Withdraw funds from your linked deposit accounts;
- Obtain balance information about your linked deposit accounts, credit card accounts and lines of credit;
- Make payments to your linked Bank of America accounts;
- Transfer funds between your linked deposit accounts, credit card accounts and lines of credit<sup>1</sup> (Transfers between credit products are not permitted); and
- Obtain a cash advance on a line of credit<sup>2</sup>.

<sup>1</sup>Lines of credit cannot be linked to Business ATM cards (except as provided in Section 17)

<sup>2</sup>PLEASE NOTE: All services may not be available at all Bank of America ATMs. Services are available only for designated Bank of America accounts linked to your Card.

To be exempt from the above transactions involves a loan. Line of credit or credit card account cash transactions shall be governed exclusively by the applicable loan or line of credit agreement or credit card agreement. Please refer to your loan or line of credit agreement for rate and fee details.

You may use your debit card at most Bank of America ATMs to perform the following transactions with Merrill Lynch brokerage accounts linked to your debit card (see Section 19 for additional details):

- Withdraw funds from your linked brokerage accounts;
- Obtain balance information about your linked brokerage accounts;
- Transfer funds between your linked brokerage accounts (not available for International QM<sup>3</sup> Accounts); and
- Transfer funds between your linked brokerage accounts and your deposit accounts (not available for International QM<sup>3</sup> Accounts).

To be exempt from any of the above transactions involves the Merrill Lynch Margin Lending Program, such transactions shall be governed exclusively by the Brokerage Account Agreement (as defined in Section 19)

**b. Non-Bank of America ATMs.** A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card at non-Bank of America ATMs to perform the following transactions with the primary Bank of America deposit accounts linked to your Card:

- Withdraw funds from your linked primary deposit accounts;
- Transfer funds between your linked primary deposit accounts; and
- Obtain balance information about your linked primary deposit accounts.

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one deposit account linked to your Card, we will automatically select primary accounts for services you will wish to use, unless you want to use for this service. You cannot use your Card at non-Bank of America ATMs to access Merrill Lynch brokerage accounts linked to your Card.

**c. Limitations on some ATM transactions.**

**Withdrawals.** We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction. If you want us to authorize and pay an overdraft on your ATM withdrawal at a Bank of America ATM, you can agree to the overdraft on the ATM or screen at the time of the withdrawal. Your consent applies only to that withdrawal. The ability to overdraft at the ATM is not available with Self-Banking Banking accounts.

**Deposits.** You may deposit paper currency and checks at most Bank of America ATMs. You may not deposit coins or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number below on your statement or see a teller at one of our banking centers for assistance. When you make a deposit

at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the next business day. Some cases may delay the availability of funds that you deposit by check to the Deposit Agreement. For additional information regarding availability of funds, immediately credit not given for deposits to business accounts.

**Balance Information.** The information about your account balance that you receive at an ATM is usually the balance at the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

**d. Bank of America ATM with Teller Assist<sup>4</sup>**

Bank of America ATMs provide you with the option to connect to a teller using not time video during expanded business hours and when having errors on generally your. Specific hours of availability are shown at ATMs with Teller Assist<sup>4</sup>. You may also choose to use standard ATM functionality when Teller Assist is not available. ATM with Teller Assist prompts you to perform an expanded list of transactions including:

- Deposits to your checking or savings account or other Bank of America accounts;
- Spill deposits between two of your checking and savings accounts;
- Payments to your credit card or loan account on the credit card or loan account of other Bank of America customers;
- Getting a check for the most amount, including the receipt of coins;
- Transferring funds between your checking and savings accounts.

Please note that transactions involving Merrill Lynch brokerage accounts are only available when using the standard ATM functionality.

**4. Point of Sale Purchases with Your Card**

You may use your Card to pay for goods and services and to receive cash back from the transaction at retail locations that accept Cards. The merchant may limit the amount of cash back. You may use your debit card to obtain cash at financial institutions. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number. Cash from your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to debit the amount of the transaction, including any fees, from your deposit account. Even if the merchant's terminal allows you, you are not to include any credit; the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

**5. Eligible accounts.** To use this purchase service, you must have a checking account, linked to your debit card. You may not use this purchase service with savings or money market savings accounts.

**6. Holds.** When we process a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on the funds. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance may be sufficient to cover checks and other items that post to your account (such as person and ATM withdrawals, electronic funds transfers and other debits) so you may incur fees for overdrafts if items we decline or return unpaid. Please refer to the Personal Schedule of Fees for your account for more details on applicable fees. In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to or subtracted from your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and moving these holds either increases or decreases the available balance in your account. We occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will purchase. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance or an amount that is more or less than you requested with the transaction posts. We are not responsible for balances or losses of any type, including wrongful dishonors, for any transaction that is not authorized or that is returned unpaid because of a hold.

**7. Refunds, stop payments and merchant disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is credited back to your account and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the merchant's misrepresentation.

**8. Recurring preauthorized payments.** Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your debit card on a recurring basis. If we issue a new Card with a different number, you may be not be obligated to provide your new Card number and expiration date to a merchant with whom you have a set up a recurring preauthorized payment.

**Stopping payment.** To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid, call or write us using the telephone number and address listed in Section 18 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. We get your request to stop payment less than three (3) business days before the payment date, we may not be able to stop the payment. If you call, we may also require you to provide us with your request in writing within 14 days after you call.

You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to make activity for a future preauthorized payment from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation of your revocation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. If you request us to stop payment and we proceed with the information we require within the above time periods and we fail to stop payment, we will be liable for your charges directly caused by our failure to stop payment.

**9. Merchant exceptions of your Card.** We have no liability or responsibility if, for any reason, your Card is not honored all or part of a transaction at any establishment or merchant facility to which the applicable merchant rules and regulations when accepting your Card.

**10. Foreign Transactions**

If you use your debit card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant ("Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. foreign transactions made in the U.S. with a foreign merchant. If the foreign Transaction is made in a foreign currency "Visa" or "MasterCard" will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. If you use your Card to obtain foreign currency from an ATM, "Visa" or "MasterCard" will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. Your ATM fees may differ from your Schedules of Fees. Please note that if you are a personal account holder and a U.S. Trust Bank of America Private Wealth Management Client, Merrill Lynch Wealth Management Client, who maintains a certain asset level or maintains Associate status, we will not assess the International Transaction Fee, but we will still apply to you no longer maintain that status. The currency conversion rate used by "Visa" will be either (1) a rate selected by "Visa" from a range of rates available in wholesale currency markets for the applicable central processing date, which may differ from the "Visa" MasterCard, or (2) a government-mandated rate in effect for the central processing date, which may differ from the "Visa" MasterCard. (1) a wholesale market rate selected by MasterCard, or (2) a government-mandated rate. The rate used by "Visa" or "MasterCard" on the processing date may differ from the rate on the date of your transaction.

**11. Dollar Limits on Transactions**

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day: a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request. Unless we have established another limit for your year, let it be set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to the limit set forth in the Schedule of Dollar Limits on Transactions (or other agreed limit) when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage. If any fee due the transaction or we may complete the transaction and overdraft your account. We may decline any transaction if it appears to us to be suspicious or high risk.

**Cash Back.** For all cardholders the cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. Your cash limit also includes (i) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (ii) cash you obtain from a financial institution. Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which you may need to perform more than one transaction.

**Purchase Limit.** The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchases transactions counts against your purchase limit. Cash back includes (i) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (ii) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit.

**12. Overdraft Protection and Unapproved Transactions**

When you do not have enough available funds in your account, including overdraft protection coverage, if any, to cover everyday non-recurring debit card purchases at ATM transactions, we will decline the transaction and you will not be authorized to overdraft fees. For checks, ACH recurring debit card transactions and online bill payments, we may decline or return the transaction unless we may complete it and overdraft your account. The Schedule of Fees for your account which is a part of and was provided with, the Deposit Agreement and Disclosures, explains when we charge you a fee for overdrafts and declined or returned items and the dollar amount of each fee. Please review the Schedule

of fees carefully. If use of your Card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft. If you participate in an overdraft protection program to transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed, leaving outstanding but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions.

**13. Reconciliation of Transfers**

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

**Purchase receipts.** When you make a purchase or cash back withdrawal, the merchant or financial institution usually gives you a receipt.

**Deposit account statements.** We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong or if you need more information about a transaction, call us or write us at the number or address listed in Section 18 of this Card Agreement.

**14. Business Days**

Our business days are Monday through Friday, excluding federal holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day.

**15. Electronic Banking Fees**

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees for your account which is part of and was provided with, your Deposit Agreement and Disclosures. For other fees that apply, please refer to the Schedule of Fees for your account and the Deposit Agreement and Disclosures. We may also charge you a handling fee if you request a paper statement.

**16. Transactions at Non-Bank of America ATMs.** There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs.

**17. Transactions at Non-Bank of America ATMs.** We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. For details, see the Schedule of Fees for your account which is a part of and was provided with, the Deposit Agreement and Disclosures. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a purchase.

**18. Other Electronic Banking Fees.** A fee applies when you authorize another financial institution to use your debit card or debit card number to conduct a transaction (such as a withdrawal, transfer or payment) and the other financial institution processes the transaction as a cash distribution. For money market savings accounts, Money Market Savings and Cash Management accounts, we charge an Excess Transaction Fee for each transaction – including electronic transactions – that exceeds the number of limited transactions you may make each statement period. For savings accounts, if your minimum balance falls below the minimum balance requirement during the month, we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in which the account is below the limit. We charge a stop payment fee for each request to stop payment on a transfer. For details, please see the Schedule of Fees for your account which is part of and was provided with, your Deposit Agreement and Disclosures. When you use a Card to purchase a transaction, the merchant may assess a Three-Fee Non-ATM Absconded at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

**19. Obtaining Information by Third Parties**

**Our privacy policy for consumers is described in our brochure U.S. Consumer Privacy Notice.** We provide our privacy policy brochure to consumers who open a personal account with us, when they open an account, and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling customer information and describes the situations when we may disclose information, including some examples.

**20. Electronic Fund Transfer Rights**

**a. Error Resolution.** In case of errors or questions about your electronic transfers, call us at the number or write us at the address listed in Section 18 below. Call or write us as soon as possible. If you state your complaint or request is wrong, if you need more information about a transfer based on the statement or receipt, We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and to the best of your knowledge, when the error occurred;
- Describe the error or 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; and
- Tell us the dollar amount of the suspected error.

You tell us, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If you need more time, however, we may take up to 45 days to investigate your complaint or question. If

**EXHIBIT D**

[View Account Types](#)
[Managing Your Money](#)
[Access Accounts](#)

## Glossary of Banking Terms

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

### A

#### **Account balance**

The amount of money in an account at the start of the business day, including all deposits and withdrawals posted the previous night, whether or not the funds have been collected. See collected balance.

#### **Account statement**

A printed or online statement of all the transactions that occur on your account during a statement cycle.

#### **Active account**

An open bank account in which transactions can be made; usually an account that has had activity within the last 3 years.

#### **Affinity debit card**

A debit card issued in affiliation with a participating organization (for example, a charity or sports team). Affinity debit cards have all the same benefits as standard Bank of America debit cards and are available with eligible checking accounts.

#### **Annual percentage yield (APY)**

The total amount of interest paid by the bank on your deposit account (checking, savings, CDs, IRAs) during the year. Includes interest paid on the amount held in the account as well as compounded interest for the year.

#### **Automated Clearing House (ACH)**

A nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.

#### **Automatic funds transfer**

An arrangement that automatically moves funds from your account to another internal or external account on a date you choose; for example, every payday.

#### **Automatic payment**

An arrangement that automatically deducts funds from your account (usually a checking account) on the day you choose in order to pay a recurring bill (for example, a car loan payment or a mortgage payment).

#### **Available balance**

The amount of money in your account that is available for immediate use.

#### **Average daily balance**

The sum of all the daily account balances during an accounting period (usually a monthly statement cycle) divided by the number of days in the same period. May be used to determine whether a monthly maintenance fee applies or whether your account qualifies for special services or discounts. See minimum daily balance.

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### B

#### **Banking center**

A Bank of America branch office. There are thousands of Bank of America banking center locations.

#### **Bill Pay**

A service from Bank of America that lets you pay your bills online.

#### **Bounced check**

A check that is returned to the depositor because there are not sufficient funds to pay the amount of the check.

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### C

#### **Canceled check**

A check that has been paid. A canceled check is usually acceptable as legal proof of payment.

#### **Cashed Item Returned Fee**

see deposited item returned fee.

#### **Cashier's check**

A check issued by a bank and paid from its funds. A cashier's check will not usually bounce because the amount it is written for is paid to the bank when it is issued, and the bank then assumes the obligation.

#### **Certificate of Deposit (CD)**

A time deposit that is payable at the end of a specified amount of time or "term." CDs generally pay a fixed rate of interest and, depending on the market rate environment, can offer a higher interest rate than other types of deposit accounts. Terms can range from 7 days to 10 years. CDs are insured by the FDIC up to applicable limits. If early withdrawal from the CD prior to the end of the term is permitted, a penalty is usually assessed. See Federal Deposit Insurance Corporation.

**Certified check**

A check for which the bank guarantees payment.

**Checking account**

A type of deposit account that enables customers to deposit funds and withdraw available funds on demand, typically by writing a check or using a debit card. These are sometimes interest-bearing accounts.

**Check card**

See Debit Card.

**Check image**

A service that provides images of canceled checks. Each account statement includes images of checks (up to 10 per page) that posted to the account during the statement cycle. You can view and print copies of the front and back of checks posted within the last 12 months by signing on to Online Banking. You can also request copies of checks by visiting your nearest Bank of America banking center, or by calling the customer service number on your statement. As it relates to Mobile Check Deposit, a check image is an image of the front and back of a check created within Bank of America's Mobile Banking app using your mobile device. The images are subsequently transmitted for deposit.

**Check safekeeping**

A service where the bank keeps a copy or digital image of all checks written against your account for 7 years instead of returning them with the account statement. You can view photocopies of canceled checks posted within the last 12 months by signing in to Online Banking or visiting your nearest Bank of America financial center.

**Collected balance**

The balance in a deposit account, not including items that have not yet been paid, or collected. See Account balance.

**Combined balance**

The total funds you have in all of your linked deposit accounts, such as savings, checking and CDs. For some checking accounts, the combined balance determines whether the monthly maintenance fee can be avoided.

**Compound interest**

Interest that is calculated on both the accumulated interest and the principal balance in the account. The more frequently interest is compounded, the higher the effective yield.

**Credit**

The increase in a deposit account balance that occurs when a deposit is made to the account. See also debit.

**Credit card**

A plastic card issued by a bank or other financial company for the purpose of purchasing goods and services using credit. In most cases, a credit limit is established for each account.

**Custodial account**

An account created for the benefit of a minor (a person under the age of 18 or 21 depending on state law) with an adult as the account's custodian.

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**D****Debit**

A decrease in a deposit account's balance, such as occurs when a check posted to the account. See also credit.

**Debit card**

A plastic card that deducts money from a designated checking account to pay for goods or services. It can be used anywhere Visa<sup>®</sup> or MasterCard<sup>®</sup> debit cards are accepted and no interest is charged. A debit card can also be used at ATMs to withdraw cash.

**Deposit**

Money added into a customer's bank account.

**Deposited Item Returned Fee (or Cashed Item Returned Fee)**

A fee we charge each time a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.

**Digital wallet**

You can use the credit and debit cards stored in your digital wallet to make purchases at participating merchants.

[Learn more about Apple Pay<sup>®</sup>](#) »

[Learn more about Android Pay<sup>™</sup>](#) »

[Learn more about Samsung Pay](#) »

[Learn more about Microsoft<sup>™</sup> Wallet](#) »

[Learn more about Visa Checkout](#) »

**Direct deposit**

A service that automatically transfers recurring deposits into your checking, savings or money market savings account. Deposits can include salary, pension, Social Security and Supplemental Security Income (SSI) benefits, or other regular monthly income.

**Disclosure**

Information pertaining to an account's services, fees and regulatory requirements.

[Back to top](#)**E****Electronic funds transfer (EFT)**

Any transfer of funds initiated by electronic means from an electronic terminal, telephone, computer, ATM or magnetic tape.

**Emergency cash**

A service provided by Visa to Bank of America personal debit card customers. In the case of emergency (theft, etc.) replacement cash can be delivered to you directly or to a convenient location anywhere in the world, 24 hours a day, 365 days a year.

**EMV/Chip Card**

An EMV or chip card is a standard card that contains an embedded microchip as well as a traditional magnetic stripe. The chip encrypts information to increase data security when making transactions at terminals or ATMs that are chip-enabled.

**Extended Overdrawn balance charge (EOBC)**

If your account has a negative balance for 5 or more consecutive business days, you will receive an additional Extended Overdrawn Balance Charge of \$35 on the sixth day. This fee is in addition to any applicable fees for overdraft items, insufficient funds and returned items. See Personal Schedule of Fees for details.

[Back to top](#)**F****Federal Deposit Insurance Corporation (FDIC)**

The FDIC is an independent agency of the United States government that protects people who have funds on deposit with FDIC-insured banks and savings associations against the loss of their insured deposits if their bank or savings association fails. FDIC insurance is backed by the full faith and credit of the United States government. The FDIC guarantees deposit accounts (checking, savings, money market savings and CDs) up to applicable limits, which is \$250,000 per depositor, per insured bank, for each account ownership category.

**Float**

The time between the date when a check is deposited to an account and the date the funds become available.

[Back to top](#)**I****Inactive account**

A bank account in which there have not been any transactions (excluding direct deposit) for an extended period of time. In some cases, when there has been no activity in the account within a period specified by state law (generally at least 3 years), the law requires the bank to turn funds in the account over to the state as unclaimed property.

**Interest-bearing account**

An account that earns interest.

**Interest rate**

The percentage of interest paid on an interest-bearing account, such as savings, CDs and some checking accounts; also, the percentage charged on a loan or line of credit. Different types of accounts and loans pay or charge different rates of interest. See original interest rate.

**IRA**

An Individual Retirement Account (IRA) is an account that provides either a tax-deferred or tax-free way for you to save for retirement. There are many different types of IRAs but Roth, Traditional and Rollover IRAs are the most common. Within an IRA, some people invest in mutual funds or stocks, while others may choose bank products such as CDs and money market savings accounts. Each IRA has certain eligibility requirements and unique features.

[Back to top](#)**J****Joint account**

An account owned by 2 or more people.

[Back to top](#)**L****Linked account**

Any account linked to another account at the same financial institution so that funds can be transferred electronically between accounts. In some cases, the combined balance of all linked accounts may determine whether monthly maintenance and other fees are applied to the account.

[Back to top](#)**M****Maturity date**

The date that a CD term ends, the bank stops paying the agreed-upon interest and you can choose to take the money deposited or renew the term.

**Minimum daily balance**

The lowest end-of-day balance in an account during a statement cycle; a certain minimum daily balance is often required with interest-bearing accounts to avoid a monthly maintenance fee or qualify for special services. See average daily balance.

**Mobile wallet**

A mobile wallet, which is a type of digital wallet, stores your physical credit and debit cards in your mobile device as virtual cards, allowing you to make purchases at participating merchants.

Learn more about Apple Pay® »

Learn more about Android Pay™ »

Learn more about Samsung Pay »

Learn more about Microsoft™ Wallet »

**Money market savings account**

A savings account that generally earns higher rates than a regular savings account and limits you to no more than a total of 6 automatic or preauthorized transfers, telephone transfers or payments (including check, draft and point-of-sale transactions, if checks or debit cards are allowed on the account) from a savings account each monthly statement cycle.

**Money order**

A financial instrument, issued by a bank or other institution, allowing the individual named on the order to receive a specified amount of cash on demand. Often used by people who do not have checking accounts.

**Monthly maintenance fee**

The fee charged to maintain a particular account, such as a checking or savings account. Bank of America offers many options to help avoid the monthly maintenance fees on checking and savings accounts.

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**N****Non-bank ATM**

An ATM or cash machine that provides ATM cardholders with access to their accounts, but is owned and operated by an independent bank or financial institution. Fees generally apply to cash withdrawals at non-bank ATMs and they typically don't accept deposits.

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**O****Online Banking**

A service that allows an account holder to obtain account information and manage certain banking transactions via personal computer or mobile device.

**Original interest rate**

The interest rate assigned when a CD account is opened. The original interest rate is listed on your CD account receipt and statement.

**Overdraft**

An overdraft occurs when a bank makes a payment that has been requested (such as a check), even though there are not enough funds available in the account to cover it. This type of payment is known as an overdraft and the account is said to have been overdrawn. See also overdraft protection

**Overdraft Item (or NSF: Returned Item)**

An overdraft item is when you do not have enough available funds in your account to cover an item and we authorize and pay the item and overdraw your account. An NSF:Returned item is when we decline and return the item unpaid. See your Deposit Agreement and Disclosures and Personal Schedule of Fees for additional information.

**Overdraft protection**

Overdraft Protection links your eligible Bank of America checking account to another Bank of America account (such as savings, credit card, eligible second checking account or line of credit) and automatically transfers available funds to cover purchases and prevent returned checks and declined items when you don't have enough money in your checking account. You can apply for overdraft protection by visiting a financial center or calling 800.432.1000 (Mon.-Fri. 7 a.m.-10 p.m. ET or Sat.-Sun. 8 a.m.-5 p.m. ET).

**Overdraft Protection Transfer Fee**

An overdraft protection transfer fee occurs whenever funds must be transferred to cover a transaction that overdraws your eligible checking account. When a debit clears that exceeds the funds available in your eligible account, money will be transferred from the eligible linked Overdraft Protection account.

**Overdraft Settings**

The overdraft setting for your checking account determines how the bank handles your transactions when you don't have enough money in your checking account or your eligible linked Overdraft Protection account at the time of the transaction. We pay overdrafts at our discretion based on factors such as the purchase or withdrawal amount and your account history, which means we don't guarantee that we'll always authorize and pay any type of transaction. We typically don't pay overdrafts if your account isn't in good standing or you aren't making regular deposits. We reserve the right to require you to pay overdrafts immediately. See your Deposit Agreement and Disclosures for additional information.

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**P****Personal identification number (PIN)**

The unique number you must use to access your account at an ATM or make a purchase with a debit card. Your PIN should always be kept confidential.

[Back to top](#)**R****Rate**

See interest rate.

**Regulation E**

Regulation E carries out the purposes of the Electronic Fund Transfer Act, which establishes the basic rights, liabilities and responsibilities of consumers who use electronic fund transfer services and of financial institutions that offer these services. The primary objective of the act and Regulation E is the protection of individual consumers engaging in electronic fund transfers.

Electronic fund transfer systems include automated teller machine transfers, telephone bill-payment services, point-of-sale (POS) terminal transfers in stores and preauthorized transfers from or to a consumer's account (such as direct deposit and social security payments). The term "electronic fund transfer" (EFT) generally refers to a transaction initiated through an electronic terminal, telephone, computer or magnetic tape that instructs a financial institution to either credit or debit a consumer's asset account.

**Regular Savings account**

A deposit account which pays interest, but does not allow funds to be withdrawn by writing a check.

**Returned item**

When you do not have enough available funds in your account to cover an item and we decline to pay and return the item unpaid, we will charge a NSF:Returned Item Fee for each returned item. View your Deposit Agreement and Disclosures and Personal Schedule of Fees for additional information.

[Back to top](#)**S****Simple interest**

The interest calculated only on the principal funds that have been deposited in the account; no interest is earned on interest that has already been earned on the principal.

**Standard Setting**

The **Standard** Overdraft Setting is automatically applied to new consumer accounts (excluding SafeBalance Banking® accounts, which are automatically set to the **Decline All** setting).

With the Standard Setting:

ATM withdrawals and everyday, non-recurring debit card transactions (individual debit card purchases such as at the grocery store or a one-time online purchase), will only be authorized when we determine you have enough available funds in your eligible account or in your eligible linked Overdraft Protection account at the time of the transaction. Otherwise, we typically decline the transaction and we do not charge an Overdraft Item fee.

For other types of transactions, such as checks, Bill Pay and other electronic payments, as well as recurring debit card payments we may pay transactions when you don't have enough available funds in your checking account or linked Overdraft Protection account at the time of the transaction.

If we pay a transaction that's larger than your available balance and it overdraws your account, this typically results in a charge for each overdraft item, unless you deposit enough available funds that day to cover the overdraft.

If we return the item unpaid, this typically results in a NSF: Returned item fee.

**Stop payment**

A request that the bank not pay a check or payment you have written or authorized. Stop-payment orders are generally placed for checks that have been lost or stolen, or in situations where a purchase is disputed. Stop payment orders generally expire after 6 months and a fee is usually charged for this service.

[Back to top](#)**T****Time deposit**

An agreement to deposit a stated amount in the bank for a fixed length of time during which a fixed rate of interest will be paid (unless disclosed as a variable rate). Penalties are typically assessed if the funds are withdrawn before the end of the agreed-upon period. See certificate of deposit.

**Transaction limitations**

Refers to a Federal Reserve Board regulation that limits certain types of withdrawals and/or transfers you can make from your savings and/or money market deposit accounts. With such accounts, no more than 6 preauthorized or automatic transfers (including check, draft and point-of-sale transactions, if checks or debit cards are allowed on the account) or telephone/PC transfers (including bill payments) may be made each month. While an unlimited number of withdrawals may be made at ATMs and teller windows, fees may apply. Please view your Deposit Agreement and Disclosures and Personal Schedule of Fees for additional information.

**Transfer**

The movement of funds from one account to another.

**Travelers cheque/travelers check**

Check issued by a financial institution that functions as cash but is protected against loss or theft. Useful when traveling.

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## U

### Uncollected funds

Items deposited in an account that have not yet been collected by the bank on which they were drawn.

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## V

### Variable rate

An interest rate that may fluctuate during the term of a loan, line of credit or deposit account. Rates may adjust due to changes in an index rate (such as the prime rate); in some situations, the bank may set its own rate.

### Virtual card

A virtual card is the digital form of your physical credit card and has a unique card number that's stored within a digital wallet.

[Learn more about Apple Pay® »](#)

[Learn more about Android Pay™ »](#)

[Learn more about Samsung Pay »](#)

[Learn more about Microsoft™ Wallet »](#)

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## W

### Wire transfer

An electronic payment service for transferring funds (for example, through the Federal Reserve Wire Network or the Clearing House Interbank Payments System).

### Withdrawal

The removal of funds from an account.

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## Z

### Zero Liability Protection

If your credit or debit card is lost or stolen, and you report the loss promptly, you may not be responsible for fraudulent purchases made with your card. There is no charge for the Zero Liability Protection program and it is available on all Bank of America consumer credit cards, debit cards, and Home Equity line of credit access cards.

Claims may only be filed against posted and settled transactions subject to dollar limits and subsequent verification, including providing all requested information supporting fraudulent use claim. For debit card transactions, claims must be reported within 60 days of the statement.

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**EXHIBIT E**



## Deposits

[View Account Types](#)[Managing Your Money](#)[Access Accounts](#)

### FAQs: Overdraft Services

#### What overdraft services does Bank of America offer?

Overdraft services include how we handle transactions that overdraw your account as well as ways to prevent overdrafts from occurring. Our Overdraft Services include:

- The Overdraft Setting for your eligible checking account determines how the bank handles your transactions when you don't have enough money in either your eligible checking account or your linked eligible Overdraft Protection account at the time of the transaction.
- Overdraft Protection automatically transfers available funds from your linked savings or eligible second checking account, or credit card to your eligible checking account if you overdraw it.
- Online Banking and Mobile Banking allows you to access your account information 24/7 and helps you keep track of your account balance. To enroll, visit [bankofamerica.com/online](http://bankofamerica.com/online)
- Online or Mobile Banking Alerts allows you to receive email Alerts when there's important activity on your account, such as a low balance. Enroll at [bankofamerica.com/online](http://bankofamerica.com/online)

#### What's the difference between Overdraft Protection and Overdraft Settings?

Overdraft Protection is a service you can sign up for that links your eligible Bank of America checking account to another Bank of America account – such as a savings account, eligible second checking account, or credit card – and automatically transfers available funds from the linked account to cover your transactions. The service is designed to give you more flexibility when you need to make purchases and don't have enough money in your checking account at the time of the transaction. Overdraft Protection helps prevent declined transactions, returned checks or other overdrafts on your accounts.

The Overdraft Setting for your checking account determines how the bank handles your transactions when you don't have enough money in your checking account or your linked Overdraft Protection account at the time of the transaction. We pay overdrafts at our discretion based on factors such as the purchase or withdrawal amount and your account history, which means we don't guarantee that we'll always authorize and pay any type of transaction. We typically don't pay overdrafts if your account isn't in good standing or you aren't making regular deposits. We reserve the right to require you to pay overdrafts immediately.

We do not authorize and pay Overdrafts for everyday non-recurring transactions. We also do not authorize and pay ATM transactions, unless you agree to have your account overdrawn.

#### What's Overdraft Protection?

Overdraft Protection links your eligible Bank of America checking account to another Bank of America account – such as a savings or eligible second checking account, or a credit card. Overdraft Protection automatically transfers available funds from the linked account to help cover purchases, prevent returned checked and declined items if you don't have enough money in your eligible checking account.

#### What types of Overdraft Protection does Bank of America offer?

We offer Overdraft Protection in many ways – through a savings account, credit card, or eligible second checking account.

**How does Overdraft Protection work?**

In the event that your checking account doesn't have enough money to cover a withdrawal or purchase, Overdraft Protection automatically transfers money into your eligible checking account from your eligible linked account (provided there are funds available in the linked account).

**How can Overdraft Protection help?**

Regardless of which Overdraft Setting you choose, we encourage you to consider enrolling in Overdraft Protection to help protect yourself from overdrafts and declined transactions. If you have (or plan to open) more than one account at Bank of America, then Overdraft Protection may be right for you. With Overdraft Protection, you can link your eligible checking account to a savings account, credit card, or eligible second checking account. Then, if the checking account doesn't have enough money to cover a transaction, available funds will be transferred automatically from the linked account.

**How do I get Overdraft Protection?**

You can set up Overdraft Protection in Online Banking, or you may visit a banking center, or call us at 800.432.1000 between Monday–Friday 7 a.m.–10 p.m. ET and Saturday–Sunday 8 a.m.–5 p.m. ET. Changes generally take effect after 2 days, but can take up to 10 days, depending on the type of account you've chosen to link to.

**How do I know if my accounts are linked for Overdraft Protection?**

The Accounts Overview page in Online Banking displays all of your Bank of America accounts. Select the arrow to the left of any eligible account to see that account's Overdraft Protection status. You can also select the Overdraft Protection status of any eligible account to modify your Overdraft Protection linkages. Or, you can also visit a banking center or call us at 1.800.432.1000 between Monday – Friday, 7 a.m. – 10 p.m. ET, and Saturday – Sunday, 8 a.m. – 5 p.m. ET.

**Is there a cost to enroll in Overdraft Protection?**

There's no cost to enroll in Overdraft Protection. You pay for Overdraft Protection only when you use the service. Transfer and other fees may apply when you use this service. With certain Bank of America checking accounts, the Overdraft Protection transfer fee from a second deposit account is waived. (For information, view Fees At A Glance.)

**Can I still overdraw my account if I have Overdraft Protection?**

Yes, if there aren't enough funds in your eligible checking account or eligible linked account to cover an item, Overdraft Protection won't occur and you may be charged an overdraft item fee, an NSF: Returned Item fee or your transaction may be declined. That's why it's a good idea to make sure you have sufficient funds or available credit in your linked account in case you may need to use the funds.

**Which accounts are eligible to link to my checking account for Overdraft Protection?**

Your eligible checking account can be linked to any of the following accounts including: savings, Money Market Savings, an eligible second checking account, or a credit card. Remember to make sure the account you select has enough funds at all times should you need to use Overdraft Protection. You cannot link a SafeBalance Banking® account to a checking account for Overdraft Protection.

**Which types of accounts can get Overdraft Protection?**

Most checking accounts and certain money market savings accounts can be linked to receive Overdraft Protection. You cannot get Overdraft Protection with a SafeBalance Banking® account.

**Can I link to more than one account for Overdraft Protection?**

Your eligible checking account can be protected by only one eligible linked account for Overdraft Protection. If you have more than one eligible account that could protect your checking account, select one with sufficient funds or available credit, in case it's needed to cover a transaction. You can always change the linked account for Overdraft Protection in

Online Banking, or you may visit a banking center, or call us at 800.432.1000 between Monday – Friday, 7 a.m. – 10 p.m. ET, and Saturday – Sunday, 8 a.m. – 5 p.m. ET.

### **Can a linked Overdraft Protection account protect more than one checking account at a time?**

You can link your Overdraft Protection account – such as a savings, eligible second checking, or credit card account – to multiple eligible checking accounts. This can help prevent declined transactions and overdraft fees for multiple eligible checking accounts, provided you have sufficient funds or available credit in the linked account.

### **Can the secondary account I choose for Overdraft Protection protect more than one checking account at a time?**

You can link your Overdraft Protection account – such as a savings, eligible second checking, or credit card account – to multiple eligible checking accounts. This can help prevent declined transactions and overdraft fees for multiple eligible checking accounts, provided you have enough funds or available credit in the linked account. For example, you can link one savings account to two different eligible checking accounts to serve as a backup for both accounts.

### **Can I change my Overdraft Protection linked account?**

You can always change the linked account for Overdraft Protection in Online Banking, or you may visit a banking center, or call us at 800.432.1000 between Monday - Friday, 7 a.m. - 10 p.m. ET, and Saturday - Sunday, 8 a.m. - 5 p.m. ET.

If you already have Overdraft Protection and request that it be linked to another account, coverage from the existing account will be replaced by the new Overdraft Protection account you have requested.

### **What Overdraft Settings are available for consumer accounts?**

The Overdraft Setting for your eligible checking account determines how the bank handles your transactions when you don't have enough money in your eligible checking account or your eligible linked Overdraft Protection account at the time of the transaction. We pay overdrafts at our discretion based on factors such as the purchase or withdrawal amount and your account history, which means we don't guarantee that we'll always authorize and pay any type of transaction. We typically don't pay overdrafts if your account isn't in good standing or you aren't making regular deposits. We reserve the right to require you to pay overdrafts immediately.

**Standard Setting.** The Standard Overdraft Setting is automatically applied to new consumer eligible checking accounts (excluding SafeBalance Banking<sup>®</sup> accounts, which are automatically set to the Decline All Setting).

With the Standard Setting:

- ATM withdrawals and every day, non-recurring debit card transactions (individual debit card purchases such as at the grocery store or a one-time online purchase), will only be authorized when we determine you have enough available funds in your account or in your eligible linked Overdraft Protection account at the time of the transaction. Otherwise, we typically decline the transaction and we do not charge an Overdraft Item fee.
- For other types of transactions-like checks, Online Bill Pay and other electronic payments, as well as recurring debit card payments-we may pay transactions when you don't have enough available funds in your eligible checking account or eligible linked Overdraft Protection account at the time of the transaction.
  - If we pay a transaction that's larger than your Available Balance and it overdraws your account, this typically results in a charge for each overdraft item, unless you deposit enough available funds that day to cover the overdraft.
  - If we return the item unpaid, this typically results in a NSF: Returned Item fee.
- View our checking accounts for details.

**Decline All Setting.** You can request a Decline All Overdraft Setting on your account. The Decline All Setting is automatically applied to SafeBalance Banking accounts. With this setting, we only authorize an everyday debit card purchase, ATM withdrawal, check, Online Bill Pay and other electronic payment when we determine there's enough money available in your account or in your linked Overdraft Protection account at the time of transaction.

When there aren't enough funds:

- For ATM withdrawals and everyday debit card purchases our standard practice is to decline the transaction and not charge an Overdraft Item fee. We may give you the opportunity to agree to our ATM overdraft services for a specific ATM withdrawal that exceeds your current available balance and if you agree, we authorize and pay that ATM withdrawal. Please note: a \$35 Overdraft Item fee applies to that withdrawal if your account remains overdrawn at the end of the day.
- Recurring debit card payments may be authorized when funds are available in your account, but cause an overdraft when they settle at a later date. Overdraft Item fees will apply to these transactions.
- For checks, Online Bill Pay or other electronic payments, we may return the item and charge a NSF: Returned Item fee. (See below FAQ for information about SafeBalance Banking accounts).

You can change your Overdraft Setting by calling 800.432.1000, Mon.-Fri. 7 a.m.-10 p.m. ET and Sat.-Sun. 8 a.m.-5 p.m. ET, or by visiting a banking center.

#### **How does the Overdraft Setting work for SafeBalance Banking® accounts?**

With SafeBalance Banking accounts, we only authorize an everyday debit card purchase, ATM withdrawal, Online Bill Pay and other electronic payment when we determine there's enough money available in your account at the time of the transaction. When there aren't enough funds:

- For ATM withdrawals and everyday debit card purchases, our standard practice is to decline the transaction, however we will not charge an Overdraft Item fee.
- For Online Bill Pay or other electronic payments, we will not pay an item if there's not enough money available in your account at the time of the transaction. We do not charge any NSF: Returned Item fees.

Extended Overdrawn Balance Charges do not apply to the SafeBalance Banking® account.

The Decline All Setting is automatically applied to SafeBalance Banking® accounts and cannot be changed to another setting.

#### **With Bank of America's Overdraft Settings, will I still be subject to Overdraft and NSF: Returned Item fees?**

Some important information about fees:

- When you use your debit card for everyday, non-recurring purchases, when we determine you don't have enough funds in your account or linked Overdraft Protection account our standard practice is to decline the transaction, and we do not charge an overdraft fee.
- For other types of transactions – like checks, Bill Pay and other electronic payments, as well as recurring debit card payments – made using your checking account number, we may charge you a NSF: Returned Item fee each time we decline or return one of these transactions. If we pay one of these transactions, we charge you an Overdraft Item fee. Note: For recurring debit card transactions we do not charge a fee when we decline it. See above FAQ for information about SafeBalance Banking® accounts.
- NSF: Returned Item fees and Overdraft Item fees apply to both Overdraft Settings.
- Additional merchant fees (such as returned check fees) may apply.

If you do overdraw your account, we'll charge no more than a total of 4 Overdraft Item fees and NSF: Returned Item fees per day. If your account remains overdrawn by any amount for 5 or more consecutive business days, you'll incur an

Extended Overdrawn Balance Charge, which applies to overdrawn accounts in either Overdraft Setting. View our checking accounts for details. See above FAQ for information about SafeBalance Banking accounts.

### **How do I change my account's Overdraft Setting?**

You can change your Overdraft Setting by calling 800.432.1000, Mon. - Fri. 7 a.m. - 10 p.m. ET and Sat. - Sun. 8 a.m. - 5 p.m. ET, or by visiting a banking center.

### **What overdraft services are available at the ATM?**

In either Overdraft Setting, we may give you the opportunity at our ATMs to agree to our ATM overdraft services for a specific ATM withdrawal that exceeds your current available balance and if you agree, we authorize and pay that ATM withdrawal. We will also print a receipt with confirmation of your agreement to the Overdraft Services for that withdrawal only. Each time you agree, your consent applies only to that withdrawal. Please note: a \$35 Overdraft Item fee applies to that withdrawal if your account remains overdrawn at the end of the day. We inform you at the ATM when this service is available. Overdraft Services are not available at the ATM for SafeBalance Banking® accounts.

### **Can I access cash at a Bank of America ATM when I have insufficient funds in my account?**

We may give you the opportunity at our ATMs to agree to our ATM Overdraft Services for a specific ATM withdrawal that exceeds your current available balance and if you agree, we authorize and pay that ATM withdrawal. Each time you agree, your consent applies only to that withdrawal. We will also print a receipt with confirmation of your agreement to the Overdraft Services for that withdrawal only. Please note: a \$35 Overdraft Item fee applies to that withdrawal if your account remains overdrawn at the end of the day. We inform you at the ATM when this service is available. Overdraft Services are not available at the ATM for SafeBalance Banking® accounts.

Information for California

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**EXHIBIT F**



## Deposits

[View Account Types](#)[Managing Your Money](#)[Access Accounts](#)

### FAQs: Bank Account Rates and Fees

Personal Schedule of Fees

#### **How do I get pricing information for checking accounts?**

Explore our checking account options and select an account to review the details, including pricing. You can also receive pricing information by calling 800.432.1000, weekdays from 7 a.m. to 10 p.m., local time. Refer to your Personal Schedule of fees for details.

#### **What are the maintenance fees for checking accounts?**

Maintenance fees vary by account. Visit the checking area of our website and select an account to review the details, including fees. You may avoid the maintenance fees on checking accounts by meeting certain balance or deposit requirements. Refer to your Personal Schedule of fees for details.

#### **How much do savings accounts cost?**

Pricing and fees for savings accounts vary by account. Visit the savings area of our website and select an account to review the details, including pricing. You can also receive pricing information by calling 800.432.1000.

#### **What are your current CD rates?**

Visit our Deposit Interest Rates page to view current CD rates and annual percentage yields.

#### **How much does a safe deposit box cost?**

The cost varies by the size of the box. Locate your nearest financial center to inquire about safe deposit box availability and pricing.

#### **What is an Overdraft Item fee?**

An Overdraft Item fee is charged when you write a check or make a withdrawal for an amount that exceeds the balance in your eligible checking or savings account and Bank of America pays the overdraft item anyway.

When we determine that your account is overdrawn after we finish processing for the day, and we pay for the transaction or transactions, we may charge an Overdraft Item Fee of \$35.00 per item.

You are charged for no more than 4 Overdraft Item and Return Item Fees per day.

We do not charge you an Overdraft item fee on an everyday non-recurring debit transaction. We also do not charge an Overdraft item fee on an ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction.

Although Bank of America is not obligated to pay an item if your account is overdrawn, the bank may pay these items as a courtesy to you. If you are charged an Overdraft Item fee, you can view the details in your Online Banking transaction record. View our checking accounts for details.

**What is an Extended Overdrawn Balance Charge (EOBC)?**

Each time your account has a negative balance for 5 consecutive business days, you will receive an additional one-time Extended Overdrawn Balance Charge on the sixth day. This fee is in addition to any applicable fees for overdraft items, insufficient funds and returned items. View our checking accounts for details.

If an everyday non-recurring debit transaction or an ATM transaction, for which you did not agree to our overdraft practices, is the transaction that causes your account to become overdrawn, we do not start the 5-business day period. We do start the 5-business day period if another type of transaction either causes or increases the overdraft in your account.

**What is an Overdraft Protection Transfer fee?**

An Overdraft Protection Transfer fee may be charged when a transaction overdraws your eligible checking or savings account and, as a result, available funds are transferred from your eligible linked Overdraft Protection account to cover the amount.

**What is a Non-Sufficient Funds fee, also known as NSF: Returned Item fee?**

When you do not have enough available funds in your account to cover an item, and we decline to pay or return the item unpaid (a returned item), we will charge an NSF: Returned Item fee for each returned item.

We do not charge you an NSF: Returned Item fee when we decline an ATM transaction or an everyday non-recurring debit card transaction. When you do not have enough available funds in your account to cover an item, and we decline or return the item unpaid (a returned item), we charge a \$35 NSF: Returned Item Fee. View our checking accounts for details.

**What is a Non-Bank of America ATM fee?**

A Non-Bank of America ATM fee occurs whenever you access an ATM outside Bank of America's network for withdrawals, transfers, or balance inquiries. In some instances, you may be charged a fee by the ATM operator or network as well. View our checking accounts for details.

Locate a Bank of America ATM or financial center

**What is a Check Enclosure fee?**

A Check Enclosure fee is charged for returning cancelled checks with your monthly statement. To change the way you receive your statements, visit the **Statements & Documents** tab for your account.

**What is a Check Image Service fee?**

A Check Image Service fee is charged for returning images of your canceled checks with your monthly statement. You can receive an online version of your statement which includes images of your cancelled checks at no cost. To change the way you receive your statements, sign in to Online Banking and go to the **Statements & Documents** tab for your account.

**What is a Stop Payment fee?**

This fee occurs whenever you initiate a stop payment on a check or a payment through Bill Pay.

**What late fees are charged to my accounts?**

Late fees may vary by account. To avoid any late fees, please review this summary of fees to learn which fees may apply to your accounts.

**How many Overdraft Item and Returned Item fees can I be charged in a single day?**

You can be charged a maximum of 4 Overdraft Item fees and Returned Item fees in a single day.

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**EXHIBIT G**

# Checking Clarity Statement<sup>®</sup>



# Checking Clarity Statement<sup>®</sup>

Checking fee and policy information in a simple format so you know the ins and outs of your account.

Bank of America

[Core Checking<sup>®</sup> \(/deposits/checking/personal-checking-account/\)](/deposits/checking/personal-checking-account/)

Our simple, straightforward checking that makes it easy to bank anytime, anywhere, on your schedule.

[View PDF \(/content/documents/deposits/service/pdf/docrepo/BofA\\_CoreChecking\\_en\\_ADA.pdf\)](/content/documents/deposits/service/pdf/docrepo/BofA_CoreChecking_en_ADA.pdf)

Bank of America

[Interest Checking<sup>®</sup> \(/deposits/checking/interest-checking-account/\)](/deposits/checking/interest-checking-account/)

The convenience and benefits of Bank of America Core Checking<sup>®</sup>, plus interest on your checking balances, additional checking and savings accounts, and no fee on select services.

## [SafeBalance Banking<sup>®</sup> Account](/deposits/checking/safebalance-bank-account/)

Help get the peace of mind that comes from a low monthly maintenance fee and no overdraft fee.

[View PDF \(/deposits/resources/safebalance-clarity-statement.go?request\\_locale=en\\_US\)](/deposits/resources/safebalance-clarity-statement.go?request_locale=en_US)

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[Call us \(tel:800.432.1000\)](#)

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**Checking**

Checking

**Savings**

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**IRAs**

IRAs

**Managing Your Account**

Managing Your Account

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Access Accounts

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**EXHIBIT H**

# Overview of Bank of America Core Checking® key policies and fees

## Your Core Checking account

|                         |                              |   |
|-------------------------|------------------------------|---|
| Monthly Maintenance fee | <b>\$12.00</b><br>each month | <p>You can avoid the <b>Monthly Maintenance fee</b> when you do <b>ONE</b> of the following each statement cycle:</p> <p>Make at least one qualifying Direct Deposit of \$250 or more, <b>OR</b></p> <p>Maintain a minimum daily balance of \$1,500 or more.</p> <p>Students under age 23 are eligible for waiver of this fee while enrolled in high school, college or a vocational program.</p> |
|-------------------------|------------------------------|---|

## ATM fees

|                          |                   |  |
|--------------------------|-------------------|--|
| Bank of America ATMs     | <b>No ATM fee</b> | For deposits, withdrawals, transfers or balance inquiries    |
| Non-Bank of America ATMs | <b>\$2.50</b>     | In the U.S., plus any fee charged by the ATM's operator      |
|                          | <b>\$5.00</b>     | Outside the U.S., plus any fee charged by the ATM's operator |

## Overdraft policy

- To help you avoid fees, we won't authorize ATM withdrawals or everyday debit card purchases when you don't have enough money in your account at the time of the transaction.
- When we determine you don't have enough money in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid (an NSF: returned item). When this happens, you'll be charged a fee. See details below.
- We offer two overdraft setting options for how you want us to process your other transactions, such as checks and scheduled payments.

## Overdraft settings and fees

**Option 1: Standard** - Use this setting if you want checks or scheduled payments to be completed, even though you'll pay a fee. These transactions may be approved and cause an overdraft.

**Option 2: Decline-All** - Use this setting if you want us to decline or return transactions if you don't have enough money in your account at the time of the transaction. Checks or scheduled payments will be returned unpaid if you don't have enough money in your account and you will be charged an NSF: Returned Item Fee. Recurring debit card payments may be authorized when funds are available but cause an overdraft when they post later which may result in an Overdraft Item Fee.

|  |  |  |   |
|--|--|--|---|
| Overdraft Item Fee                             | <b>\$35.00</b><br>per overdraft                  | We'll charge a \$35 Overdraft Item Fee for each item that we authorize and pay. An Overdraft Item Fee can apply to a recurring debit card payment.   | No more than 4 Overdraft or Returned Item fees are charged per day. |
| NSF: Returned Item Fee                         | <b>\$35.00</b> per declined/returned transaction | We'll charge a \$35 NSF: Returned Item Fee for each item that we decline or return unpaid. However, there's no NSF: Returned Item Fee for one-time or recurring declined debit card payments.  |   |
| Emergency cash at the ATM                      | <b>\$35.00</b> per overdraft transaction         | You may be able to authorize an overdraft and access cash at a Bank of America ATM in either setting. You'll pay a \$35 Overdraft Item fee for the ATM withdrawal unless you deposit available funds to cover your overdraft by the end of the business day. |   |
| Extended Overdrawn Balance charge              | <b>\$35.00</b>                                   | This additional fee will apply in either setting when your account stays overdrawn for 5 consecutive business days (excludes Saturday and Sunday).   |   |
| Overdraft Protection Transfer Fee <sup>1</sup> | <b>\$12.00</b> per transfer                      | With Overdraft Protection, if you're about to overdraw your account, we'll automatically transfer available funds from your linked savings or second eligible checking account. Only 1 transfer fee charged per day.   |   |

This Clarity Statement summarizes key policies and fees for this account. For more information about the terms of your account, please review your Personal Schedule of Fees and Deposit Agreement.

1. Overdraft Protection is also available from your Bank of America credit card. Overdraft Protection transfers from your credit card are Bank Cash Advances. They are subject to overdraft protection cash advance fees and will accrue interest at the Bank Cash Advance APR. Please refer to your Credit Card Agreement for additional details.

**Information is current as of 11/2016 and is subject to change.** See reverse

## Additional fees

|                                       |   |  |
|---------------------------------------|---|--|
| Statement copies (each copy)          | <b>\$5.00</b>   | Instead of ordering copies of your statements from us, you can view and print your available statements in the Statements & Documents tab in Online Banking. |
| Check images                          | <b>\$3.00</b>   | For each monthly statement that includes a printed check image   |
|                                       | <b>No fee</b>   | Printable check images from the last 12 months are available online  |
| Ordering checks                       | <b>Varies</b>   | Depending on the style you choose  |
| Card replacement                      | <b>\$5.00</b>   | To replace an ATM or debit card when your card has not expired; additional <b>\$15</b> for rush delivery   |
| Stop payment                          | <b>\$30.00</b>  | Each request   |
| Cashier's checks                      | <b>\$10.00</b>  | Per check  |
| Incoming wire transfers (each)        | <b>\$15.00</b>  | Domestic wire transfer   |
|                                       | <b>\$16.00</b>  | International wire transfer; other banks may charge additional fees.   |
| Outgoing wire transfers (each)        | <b>\$30.00</b>  | Domestic wire transfer   |
|                                       | <b>\$35.00</b>  | International wire transfer sent in foreign currency; other banks may charge additional fees.  |
|                                       | <b>\$45.00</b>  | International wire transfer sent in U.S. Dollars; other banks may charge additional fees.  |
| Deposited item returned (each)        | <b>\$12.00</b>  | Domestic item  |
|                                       | <b>\$15.00</b>  | Foreign item   |
| Non-Bank of America Teller Withdrawal | Per transaction, greater of <b>\$5.00</b> OR <b>3%</b> of the amount (maximum \$10.00) when you use your ATM or debit card, or card number, to make a withdrawal, transfer or payment at another bank and it is processed as a cash disbursement. |  |

## When your deposits are available

- **Cash, direct deposits, wire transfers:** On the day we receive them.
- **Checks:** Usually the next business day, if deposited before the financial center or ATM cut-off time.
- **Mobile Check Deposit:** Usually the next business day if deposited by applicable cut-off times (please refer to "Help and Support" in Mobile App for additional details and terms and conditions). Dollar limits apply to this service, vary by account and are communicated during the deposit process.
- **If we place a hold on your deposit,** we'll let you know the hold reason and when your funds will be available. This is typically provided at the time of deposit but may also be mailed later. Deposits greater than \$5,000 and checks deposited within the first 30 days of account opening may be held longer.

## How we post transactions

The way we post transactions impacts your account balance. If there's not enough available money in your account to cover all of your transactions, the posting order can impact the number of overdraft fees you incur. After each business day ends, we'll group transactions received that day into categories before posting them. Below are the most common categories, and common transaction types in each, in the order that they generally post to your account.

- **Deposits:** Added from highest to lowest dollar amount.
- **Many debit transactions:** Subtracted based on the date and time you made them (if the system knows the date and time of the transaction). These include one-time and recurring debit card transactions, one-time transfers, ATM withdrawals, and checks cashed with our tellers.\*
- **Other checks you wrote:** Subtracted in check number order.\*
- **Most other electronic payments and preauthorized transfers:** Subtracted from highest to lowest dollar amount. These include scheduled transfers, online bill payments and preauthorized payments that use your account number.
- **Most fees:** Subtracted from highest to lowest dollar amounts.

\* If our system doesn't receive date and time information, or can't detect the check number, remaining transactions in these categories are posted from highest to lowest dollar amount.

## Get the most out of your account

Visit [bankofamerica.com/quickstart](http://bankofamerica.com/quickstart) to make sure you're taking advantage of all the features and benefits of your new account, including signing up for online banking.

Questions? Please call **800.432.1000** or visit a nearby financial center.

**EXHIBIT I**

|   |            |  |          |   |   |        |        |
|---|------------|--|----------|---|---|--------|--------|
| ▶ | 03/08/2016 | BKOFAMERICA ATM 03/07<br>425 LEXINGTON AV NEW YORK NY                              | DEPOSIT  |  | C | 150.00 | 75.77  |
| ▶ | 03/07/2016 | CHECKCARD 0305 UBER TECHNOLOGIES INC   |          |  | C | 10.00  | -74.23 |
| ▶ | 03/04/2016 | OVERDRAFT ITEM FEE FOR ACTIVITY OF 03-04<br>ELECTRONIC TRANSACTION POSTING DATE... |          |  | C | -35.00 | -84.23 |
| ▶ | 03/04/2016 | OVERDRAFT ITEM FEE FOR ACTIVITY OF 03-04<br>ELECTRONIC TRANSACTION POSTING DATE... |          |  | C | -35.00 | -49.23 |
| ▶ | 03/04/2016 | CHECKCARD 0303 UBER TECHNOLOGIES INC<br>866-576-1039 CA...                         |          |  | C | -7.67  | -14.23 |
| ▶ | 03/04/2016 | CHECKCARD 0303 UBER TECHNOLOGIES INC<br>866-576-1039 CA...                         |          |  | C | -10.00 | -6.56  |
| ▶ | 02/25/2016 | VENMO-2 DES:PAYMENT ID:XXXXX5131<br>[REDACTED]                                     |          |  | C | -22.50 | 3.44   |
| ▶ | 02/25/2016 | MTA VENDING MA 02/25 +<br>MTA VENDING MACHI NEW YORK NY                            | PURCHASE |  | C | -1.00  | 25.94  |
| ▶ | 02/25/2016 | VENMO-0 DES:CASHOUT ID: [REDACTED]<br>[REDACTED]                                   |          |  | C | 22.50  | 26.94  |

**EXHIBIT J**

## Withdrawals and other subtractions

| Date     | Description   | Amount |
|----------|---|--------|
| 03/04/16 | CHECKCARD 0303 UBER TECHNOLOGIES INC 866-576-1039 CA 24492156063719475244111<br>RECURRING | -10.00 |

*continued on the next page*

## Withdrawals and other subtractions - continued

| Date     | Description   | Amount |
|----------|---|--------|
| 03/04/16 | CHECKCARD 0303 UBER TECHNOLOGIES INC 866-576-1039 CA 24692166063000556556138<br>RECURRING | -7.67  |

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**Total withdrawals and other subtractions**

**-\$213.94**

**EXHIBIT K**



# BofA Core Checking - [REDACTED]

Amount Included in Available Balance

**05/20/2016**

[REDACTED]

[REDACTED]

**05/17/2016**

- \$35.00

Extended Overdrawn Balance Charge

- \$77.10

**05/10/2016**

OVERDRAFT ITEM FEE FOR ACTIVITY OF 05-10  
ELECTRONIC TRANSACTION POSTING DATE  
05-10-16 POSTING SEQ 00002

- \$35.00

- \$42.10

**05/10/2016**

CHECKCARD 0509 UBER TECHNOLOGIES  
866-576-1039 CA 55432866130000297662735  
RECURRING

- \$7.14

- \$7.10

**05/10/2016**

[REDACTED]

- \$3.18

\$0.04

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Activity

Details

I Want To...

**EXHIBIT L**





| Posting Date | Description   | Status     | \$Amount   | \$Available Balance |
|--------------|---|------------|------------|---------------------|
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| [REDACTED]   | [REDACTED]  | [REDACTED] | [REDACTED] | [REDACTED]          |
| 11/25/2015   | OVERDRAFT ITEM FEE FOR ACTIVITY OF 11-25 ELECTRONIC TRANSACTION POSTING DATE... | C          | -35.00     | -103.74             |
| 11/25/2015   | CHECKCARD 1124 UBER TECHNOLOGIES INC 866-576-1039 CA...                         | C          | -14.74     | -68.74              |

**Statement as of 11/25/2015**

|            |            |            |            |            |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | -54.00     |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |