



Effective June 14, 2010

**TERMS APPLICABLE TO ALL DEPOSIT ACCOUNTS**

[This is an Agreement](#)

[Definitions](#)

[Plain Language](#)

[Cellular Phone Contact Policy](#)

[Waivers and Precedents](#)

[Identification Notice \(USA Patriot Act\)](#)

[Owner's Authority](#)

[Authorized Access and Power of Attorney](#)

[You Cannot Transfer an Account](#)

[Change in Authorized Signers](#)

[Adjustments](#)

[Liability for Charges and Overdrafts](#)

[Payment of Checks](#)

[Deposits](#)

[Returned Deposits and Cashed Items](#)

[Check 21](#)

[Substitute Checks and Your Rights](#)

[Copies of Documents](#)

[Night Depository](#)

[Checks](#)

[Endorsement Standards](#)

[Insufficient Funds and Overdrafts](#)

[Refusing Payment on Your Checks](#)

[Funds Transfers](#)

[Withdrawal Rights, Ownership of Account, and Beneficiary Designation](#)

[Pledges and Security Interests in Favor of Others](#)

[Accrual of Interest](#)

[Stop Payments](#)

[Dormant Accounts and Escheat](#)

[Consumer Electronic Check Representation](#)

[Checking Accounts and "Subaccounts"](#)

[Telephone Transfers](#)

[Required Signatures](#)

[Changes to Our Agreement with You](#)

[Closing Your Account](#)

[Statements and Notices](#)

[Return of Cancelled Checks](#)

[Check, Checking Accounts and Savings Accounts with Draft Access](#)

[Savings Accounts](#)

[S.T.A.R.T.](#)

[Time Deposits](#)

[Limit of Liability](#)

[Electronic Messages and Agreements](#)

[Levies, Garnishments and Other Legal Process](#)

[Resolving Account Disputes and Adverse Claims](#)

[Account Information](#)

[Setoff](#)

[Security Interest in Accounts](#)

[Security](#)

[Arbitration](#)

[Attorney's Fees](#)

**FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS - ALL ACCOUNTS**

[Funds Availability: Your ability to Withdraw Funds](#)

**BUSINESS ACCOUNT ISSUES**

[Deposits of Pre-authorized Drafts](#)

[Earnings Credit](#)

[Waiver of Notification of Redeposited Checks](#)

[Checks and Checking Accounts and Savings Accounts with Draft Access](#)

[Facsimile Signatures](#)

[Deposits](#)

**ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS**

[Electronic Banking Agreement for Consumer Customers](#)

**ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS**

[Electronic Banking Agreement for Business Customers](#)

[Account Access](#)

[Limits on Transfers](#)

[Using Your Card For International Transactions](#)

[Balance Requirements](#)

[Unauthorized Transactions, Lost or Stolen Cards and Security](#)

**SAFE DEPOSIT BOX LEASE AGREEMENT**

[Safe Deposit Box Lease Agreement](#)

**U.S. BANK RESERVE LINE AGREEMENT**

[U.S. Bank Reserve Line Agreement](#)

**U.S. BANK CHECKING ACCOUNT ADVANCE AGREEMENT**

[U.S. Bank Checking Account Advance Agreement](#)

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**TERMS APPLICABLE TO ALL DEPOSIT ACCOUNTS**

**THIS IS AN AGREEMENT**

Welcome to U.S. Bank and thank you for opening an account with us. This booklet provides the general rules that apply to deposit accounts you have with U.S. Bank. Additional rules will be provided in:

1. disclosures we give you when you open your account (for example our *Consumer Pricing Information* brochure) and other fee disclosures;
2. disclosures we give to you when you use additional products and services (for example our *Online Banking Agreement*);
3. periodic statements;
4. user guides;
5. Privacy Pledge brochure; and
6. any appropriate means such as direct mail and notices on or with your statement, including statements delivered electronically.
7. disclosures we give you about ATM and Check Card Overdraft Coverage (applicable to certain consumer accounts, refer to the Insufficient Funds and Overdrafts section for details).

These things, together, are an agreement between you and **U.S. Bank**.

**Please read this carefully. This brochure is revised periodically, so it may include changes from earlier revisions.**

**By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at [www.usbank.com](http://www.usbank.com), or by calling**

**U.S. Bank 24-Hour Banking at a number listed on the back of this booklet.**

**If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control.**

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

[Return to TOP of page](#)

## **DEFINITIONS**

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section. The words "**we**," "**our**," and "**us**" mean **U.S. Bank National Association ("U.S. Bank")**. We are a national bank. We are owned by **U.S. Bancorp**

**U.S. Bancorp** and **U.S. Bank** own or control other companies, directly and indirectly. The members of this family of companies are our "**affiliates**."

The words "**you**" and "**your**" mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

The term "**account**" means any savings, transaction (for example, checking), and time deposit account or other type of account you have with us (including without limitation any investment accounts) wherever held or maintained.

An "**owner**" is one who has the power to deal with an account in his, her or its own name. An "**agent**," in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.

Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the "**entity**" that is the owner.

"**Personal accounts**" are accounts in the names of natural persons (individuals). They are to be distinguished from "**non-personal accounts**" which are accounts in the name of corporations, partnerships, trusts and other entities.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

[Return to TOP of page](#)

## **PLAIN LANGUAGE**

We have written this booklet in plain language. Where possible, we have avoided the use of legal jargon and, where appropriate, we have used **examples** to explain the larger ideas. The examples we use are not intended to be the only application of the rule we are explaining.

[Return to TOP of page](#)

## **CELLULAR PHONE CONTACT POLICY**

**By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless**

of their purpose. Calls and messages may incur access fees from your cellular provider.

[Return to TOP of page](#)

### **WAIVERS AND PRECEDENTS**

Our Agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time that does not mean we lose them. For example:

- if we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- if we pay a check that is more than your account balance, that does not mean we have to do it again.

[Return to TOP of page](#)

### **IDENTIFICATION NOTICE (USA PATRIOT ACT)**

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

#### **What this means for you**

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

#### **Existing customers**

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

#### **Failure to Provide Information**

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

[Return to TOP of page](#)

### **OWNER'S AUTHORITY**

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner can:

1. make withdrawals by whatever means are available for the account;
2. make deposits by whatever means are allowed for the account;
3. obtain and release information about the account;
4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account); and
5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account).

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you is a full owner of all the funds in the account irrespective of who had deposited the funds in the account.

[Return to TOP of page](#)

### **AUTHORIZED ACCESS AND POWER OF ATTORNEY**

Each owner of your account is independently permitted to authorize someone else to access your account. For

example, the following persons will have access to your account:

1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or check card transactions);
3. Any person you give rights to act on your behalf, such as a power of attorney;
4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person "authority", we are not responsible whether we honor the transactions or dishonor them; and
5. Any person to whom you make your ATM card or check card personal identification number available. By allowing this type of "authorization" the person to whom you make your personal identification number available may be able to access all of your accounts held with us by using the telephone, ATM, Internet or other banking access channels. If you give any person such "authority", we are not responsible for actions they take with respect to your account.

We will use the word "agent" to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it.
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it.
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

[Return to TOP of page](#)

### **YOU CANNOT TRANSFER AN ACCOUNT**

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

[Return to TOP of page](#)

### **CHANGE IN AUTHORIZED SIGNERS**

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

[Return to TOP of page](#)

### **ADJUSTMENTS**

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days. We might not adjust for insignificant errors unless you request it.

[Return to TOP of page](#)

### **LIABILITY FOR CHARGES AND OVERDRAFTS**

The account owner(s) is responsible to us to repay any overdraft and any fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees (this means we can collect the total from any owner, but we won't collect it more than once). An **overdraft** occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay the charges you incur; or
- when money is deposited in your account by mistake, and you withdraw money based on that deposit and the deposit is reversed.

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account.

[Return to TOP of page](#)

### **PAYMENT OF CHECKS**

We will charge your account for a check on the day the check is presented to us for payment by any legal means, including electronic, or earlier if we receive notice that a check drawn on your account will be presented for payment. This will affect your available balance, determined as of the time we receive the check or notice, and whether you have sufficient funds in your account to pay the check.

[Return to TOP of page](#)

### **DEPOSITS**

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability**. All deposit receipts are issued subject to our count and

verification of the items deposited.

**Foreign Currency:** If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be expenses, and your final credit will be adjusted to reflect the final exchange rate less any fees imposed by the entity that makes the conversion.

**Deposits by Mail:** If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

**Cutoff Time:** A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section.) The cutoff time applies to all accounts, not just checking accounts.

**Endorsement:** If you make a deposit to an account and you fail to endorse the item, we can add an endorsement of the account owners and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item for deposit for any reason, or no reason whatsoever, or impose conditions on a deposit as we think appropriate. For example, we can treat a deposit as an "inquiry" or take an item for "collection" instead of deposit.

[Return to TOP of page](#)

#### **RETURNED DEPOSITED AND CASHED ITEMS**

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has "cleared"). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility.

For example:

- the deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- a check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- this also applies to checks we might cash for you that you don't deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check "bounces" (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels. There will be a fee for such a transaction as well.

[Return to TOP of page](#)

#### **CHECK 21**

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("**SUBSTITUTE CHECKS AND YOUR RIGHTS**"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

[Return to TOP of page](#)

#### **SUBSTITUTE CHECKS AND YOUR RIGHTS**

##### **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 the 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 the substitute check as proof of payment just like the

original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of 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, overdraft or NSF 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 are also 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 ten 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 call U.S. Bank 24-Hour Banking (see the back of this booklet for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107**. 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:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

[Return to TOP of page](#)

**COPIES OF DOCUMENTS**

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Microfilm is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes.

See the section titled **CHECK 21**. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. (See the section on **ENDORSEMENT STANDARDS** below.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

[Return to TOP of page](#)

### **NIGHT DEPOSITORY**

If you arrange for night depository services, you must also comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** You must use the night depository bags or envelopes we provide you, and use them only for deposits you make with us.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us.  
Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a "bailee" until the point:

(a) when we open the container and inventory its contents (if that is what we are asked to do); or

(b) until you sign the receipt for or take custody of the container (if we do not open the container).

[Return to TOP of page](#)

### **CHECKS**

**Post-Dated Checks.** We are not responsible to you if we pay a check before its date, even if we have notice that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for insufficient funds. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

**Stale-Dated Checks.** A "stale-dated" check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us ("presented") more than six months after its date. (The general rule is we will pay the check.) If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

**Check Legends.** We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a "legend" or "memo" we mean a message, such as "not valid for more than \$50" or "do not pay more than ten days after date."

**Check Forms.** Checks are sorted and copied by high speed equipment. If you don't buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

### **Deposits of Checks at ATMs**

We reserve the right to refuse to credit your account for all ATM deposits of the following items:

1. For items greater than \$2,500, not endorsed by payee (if single payee) or by all payees (if more than one payee);
2. Improperly endorsed (e.g., different endorser than payee);

3. Restrictive wording (on the deposited item);
4. Post dated (greater than one day after the ATM network business day);
5. No date or incomplete date;
6. Altered in any way;
7. Photocopy of item;
8. Not signed by maker;
9. Traveler's check with different counter signature;
10. Drawn on a foreign bank (other than Canada);
11. Missing the numeric amount and/or the written amount;
12. Numeric amount and written amount do not match;
13. No payee listed;
14. Federal tax refund checks not endorsed by payee or payess; and
15. Any other instrument which is not a check or negotiable instrument.

[Return to TOP of page](#)

### ENDORSEMENT STANDARDS

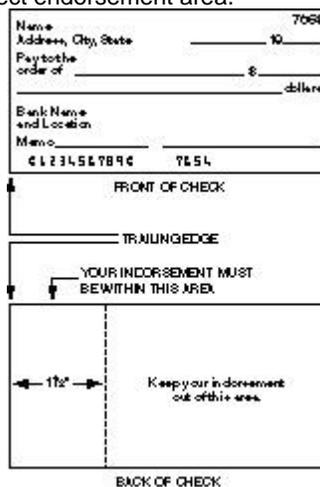
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture below. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is to the right of the space shown for the payee and other "holders" (see picture below).

When you endorse a check, you must:

1. clearly sign your name;
2. use black or dark blue ink if possible;
3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
4. sign near the top of the space provided, or just below any other signature in that space;
5. stay out of the area below the space for endorsers (most check forms have a line separating the endorsement area); and
6. keep any stamp within the area set aside for handwritten signatures.

Here is a picture that shows you the correct endorsement area.



### Why is this important?

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

1. causes a delay in a necessary notice to someone else, or
2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time)

you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

[Return to TOP of page](#)

### **INSUFFICIENT FUNDS AND OVERDRAFTS**

**"Insufficient funds"** means you don't have enough available funds in your account to pay the withdrawals you are attempting from that account.

An insufficient funds **"item"** refers to any means by which a withdrawal or transfer can be accomplished from your account and may include any of the following:

- check,
- pre-authorized withdrawal,
- Internet bill payment,
- ATM cash withdrawal or ATM card purchase,
- check card purchase,
- Internet banking transfer,
- telephone transfer, or
- other attempt to get money from your account by any means permitted

that we return because it is for more money than the available funds you have in your account at the time the transaction is posted to your account.

**"Overdraft"** means a transaction has caused the available balance on an account to become a negative number. An overdraft can happen, for example, if:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay the charges you incur; or
- when money is deposited in your account by mistake, and you withdraw money based on that deposit and the deposit is reversed.

**Our Options:** You do not have the right to withdraw funds that exceed the available balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You have no right to choose which items we pay or return.

If we get a **batch, or multiple batches**, of such items in a day (for example, checks, ATM purchase transactions, and check card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we have the right to decide the order of the items we will pay and which items will be returned (if any). This means, for example, we can process items beginning with the largest item (regardless of the type of item), even though it will have the effect of reducing your available balance more quickly.

We have all these options each time you might overdraw an account. What we do one time does not make that a rule you can rely on for the future.

**Our Fees:** We charge an insufficient funds fee for each withdrawal (e.g., in-person, ATM, automatic payment, or

other paper or electronic withdrawal transaction) we return because it exceeds your available balance on a given day. An overdraft fee is assessed for each item or transaction we pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account. If you want to avoid the inconvenience and extra expense of insufficient funds and overdraft fees, ask your U.S. Bank representative about our overdraft protection services.

**Your responsibilities:** If you have an overdraft, you must deposit enough money into your account to pay the overdraft and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it.

**You have the option to direct us to not authorize and/or return overdraft items, but you may still be charged an insufficient funds fee for returned items. If you wish to request all overdraft items be returned, contact a local U.S. branch or call U.S. Bank 24 Hour Banking. Please be aware it may take up to five business days to implement your request.**

**ATM and Check Card Overdraft Coverage:** Certain products are subject to a consumer's election to opt in to ATM and Check Card Overdraft Coverage. These products include most consumer checking and money market accounts, ask your U.S. Bank representative for account eligibility. Upon account opening you will receive a notice advising you of your choice to authorize ("opt-in") U.S. Bank to authorize and pay overdrafts on ATM and everyday (non-recurring) Check Card transactions. If you do not opt-in, you will not be charged an overdraft fee for payment of an ATM or everyday (non-recurring) check card transaction in an overdraft status. In limited circumstances, your ATM or every day check card transaction may be processed and your account result in a negative available balance, even if you have not opted-in to overdraft coverage for these transactions. These situations include, but are not limited to, Check Card transactions that are batch processed by the merchant or where the merchant does not obtain an authorization from U.S. Bank. In any event, you will not be charged an overdraft fee for paying the transaction if you have not elected to Opt-In to ATM and Check Card Overdraft Coverage. If you wish to change your account election, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking or visit [www.usbank.com](http://www.usbank.com). Please be aware it may take up to five business days to implement your request.

**Other sections:** While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- Setoff
- Security Interest in Accounts
- Funds Availability
- Limits on Transfers
- Electronic Banking Agreement Consumer; Business Customer
- U.S. Bank Reserve Line Agreement

[Return to TOP of page](#)

## **REFUSING PAYMENT ON YOUR CHECKS**

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank*, we may not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a "wrongful dishonor" of your checks.

[Return to TOP of page](#)

### **FUNDS TRANSFERS**

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code ("UCC4A") as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY'S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

We will give you notice of the acceptance of a payment order by posting the amount of the payment order to the appropriate account. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be canceled, but may not be amended or modified, if the beneficiary's bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be canceled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

[Return to TOP of page](#)

### **WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION**

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is "withdrawal rights" and the second is

"ownership."

By "withdrawal rights" we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By "ownership" we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

**Individual Account.** This is an account in the name of one person. Such an account is also referred to as a "single ownership" account.

**Withdrawal Rights.** The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

**Ownership.** The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

**Agents and "Attorneys-in-Fact."** The owner of this type of account can nominate an authorized signer or attorney-in-fact.

**Joint Account - With Survivorship.** This is an account in the names of two or more natural persons, with the following features:

**Withdrawal Rights.** Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

**Ownership.** Each joint tenant is presumed to "own" the funds in proportion to that person's net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the "ownership" of the decedent's funds will be shared equally with such survivors.

**Other Titles.** In some states, it is advisable to add either "not as tenancy in common" or "not as a tenancy by the entirety" or both to insure the intention described above.

**Agents and "Attorneys-in-Fact."** Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or

attorney-in-fact will not be an owner (a joint tenant).

**Joint Account with Survivorship - Arizona.** A Joint Account with Survivorship in Arizona has a unique feature that will change the "ownership" rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

**Withdrawal Rights.** This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

**Ownership.** If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Tenancy in Common Accounts.** A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

**Withdrawal Rights.** Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant, any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

**Ownership.** Each tenant in common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

**Other Titles.** In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

**Agents and "Attorneys-in-Fact."** Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

**Marital Account (Wisconsin).** This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

**Marital Account with P.O.D. Beneficiaries (Wisconsin).** This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

**Withdrawal Rights.** During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

**Ownership.** Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and

the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

**Pay-on-Death Account.** This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

**Withdrawal Rights.** The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary's estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a "Joint Account with Survivorship" and only after there is but one joint tenant does the account have the incidents of a "Pay-on-Death" account.

**Ownership.** The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

**Other Titles.** This type of account has other names such as "Tentative Trust," "Totten Trust," "In Trust For" and "Revocable Trust." In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a "settlor" or "grantor." Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for "Pay-on-Death" accounts above. Only the names have been changed.

**Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)**

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title "not subject to the Nonprobate Transfers Law of Missouri." This appendage does not change the features of the account as described above for Pay-on-Death accounts.

**Registration in Beneficiary Form - Missouri**

Adding the acronym **LDPS** (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. LDPS designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per

stirpes.

#### **UTMA (Uniform Transfers to Minors Act) Account**

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

**Withdrawal Rights.** During the minority of the child, the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

**Ownership.** The child/beneficiary is at all times the owner of the funds in the account.

#### **UGMA (Uniform Gifts to Minors Act) Account**

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

#### **Fiduciary Account**

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

#### **Corporate, Partnership, Limited Liability Company and other Organizational Accounts**

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

[Return to TOP of page](#)

#### **PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS**

You cannot give a security interest or pledge your account to someone else without first getting our express written consent. We are not required to give consent to a security interest or pledge.

The security interest or pledge must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay on death account).

[Return to TOP of page](#)

#### **ACCRUAL OF INTEREST**

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour

Banking, or at [www.usbank.com](http://www.usbank.com). The telephone number is at the end of this booklet.

[Return to TOP of page](#)

## **STOP PAYMENTS**

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic funds transfers, are covered elsewhere in the **Electronic Banking Agreement For Consumer Customers** section.

Here is what you must do to stop a payment:

### **E-Checks**

An E-Check is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about E-Checks in a prominent and conspicuous location at the time of the transaction. You **cannot** stop payment of an E-Check transaction, because it is already done.

### **Electronic Funds Transfers**

You can stop payment of certain types of electronic transactions. Please see the Electronic Banking Agreement section of this brochure for details.

### **Checks and drafts**

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking. Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

### **Who can stop a payment and for how long?**

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for six months or longer, as determined by you at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order. Fees may vary and will depend upon the length of the stop payment order placed.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

### **Effect of a stop payment**

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

### **What if we don't stop payment?**

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

**What kinds of checks does this NOT apply to?**

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

**Fee**

To stop a payment you must pay our fee, the amount of which is disclosed in the *Consumer Pricing Information* brochure or agreement for your account.

[Return to TOP of page](#)

**DORMANT ACCOUNTS AND ESCHEAT**

A **dormant account** is an account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

1. 12 months for a checking account;
2. 24 months for a savings account including those that offer limited (no more than three per month) check writing options.

It will then be converted to a savings account. For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization.

We charge a dormant account fee. The amount and frequency is disclosed in our *Consumer Pricing Information* brochure.

If your account has a zero balance, we reserve the right to close it.

**Escheat** is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a long time and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover such from the state itself but not from us.

We also charge a reasonable fee to transfer funds to the state, which is disclosed in your *Consumer Pricing Information Brochure*.

[Return to TOP of page](#)

**CONSUMER ELECTRONIC CHECK REPRESENTMENT**

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("represent") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic represented check") to charge your account in the amount of the check.

**Our Handling of Electronic Represented Checks.** If we receive an electronic represented check from the depositor or the depositor's bank, we will pay or return the electronic represented check as if the original paper

check were being represented to us. The section titled "**Electronic Fund Transfers**" will not apply to any electronic represented check.

**Ineligible or Unauthorized Electronic Represented Checks.** For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;
- the paper check must have been less than \$2500 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting a U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

**Stop Payment.** If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

[Return to TOP of page](#)

### **CHECKING ACCOUNTS AND "SUBACCOUNTS"**

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This account device does not affect either the appearance or the operation of your checking account in any way.

[Return to TOP of page](#)

### **TELEPHONE TRANSFERS**

If you have more than one account with us, including a credit card or open end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN number, and enter your account numbers, and other qualifications, but if you meet them,

1. you can transfer funds between your accounts by calling our telephone transfer service, and
2. transfers may be made by the same persons and under the same conditions generally applicable to

withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day to do the bookkeeping, verify the transaction, and make the transfer.

[Return to TOP of page](#)

### **REQUIRED SIGNATURES**

**Signature Comparison.** We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

**Number of Signatures.** You agree that if you

1. have an account in which more than one signature is required to complete a transaction;
2. authorize someone to transact some but not all transactions on your account;
3. authorize someone to transact business on your account for limited purposes and no others; or
4. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

[Return to TOP of page](#)

### **CHANGES TO OUR AGREEMENT WITH YOU**

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure or in another document.

[Return to TOP of page](#)

### **CLOSING YOUR ACCOUNT**

*This section does not apply to an active time deposit account.*

**If you intend to close your account:** If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account,

1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. if it is an interest-bearing account, accrued interest will not be paid.

**We can close your account:**

We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records, after withholding a sufficient sum to cover any outstanding items and likely fees. If we withheld any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

[Return to TOP of page](#)

## **STATEMENTS AND NOTICES**

**Statements.** We will periodically make available to you a paper or online statement of your checking or savings account showing the transactions that occurred in the period covered by the statement. If you elect to not receive or review your statement, you are still responsible for having access to the information provided in the statement and complying with this section. At our option, a statement will not be made available in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be made available and will include all transactions which have occurred since the last statement. At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid monthly.

**Combined Statements.** If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, P.O. Box 1800, St. Paul, MN 55101-0800, or sending a secured email by logging on to [usbank.com](http://usbank.com) and selecting "Contact Us." Please include the following information in your correspondence: your name, account number(s) and the reference code "CMBSTMN."

**Your address.** You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

**Multiple owners.** Periodic statements and notices that we make available to one owner or agent of an account will be the same as providing statements and notices to all owners of an account. You have the ability to designate the primary owner for purposes of receiving statements and other account correspondence.

**Your Duty to Examine Your Statement.** As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of

any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the "**Electronic Banking Agreement**" sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

[Return to TOP of page](#)

#### **RETURN OF CANCELLED CHECKS**

For some specific consumer and small business checking accounts we currently offer three plans, with respect to the return of cancelled checks:

1. **Check Safekeeping:** paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid;
2. **Image Checks on Statement:** paid checks that are not returned - your statement will include a reduced image of the front of the check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.) and
3. **Returned Checks in Statement:** paid checks that are returned with the statement - At our option the paid check may be a full size image of the front and back of the paid check in addition to the number, amount and date the check is paid as part of the statement. (See the **CHECK 21** section for more information about substitute checks.)

We encourage you to take option 1 above, and option 1 is what you will get unless you specifically ask for option 2 or 3. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* brochure or agreement for your account

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

[Return to TOP of page](#)

#### **CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS**

**Consumer NOW Accounts:** All consumer transaction accounts are Consumer NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Consumer NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least seven days' written notice prior to withdrawal or transfer of any funds on you

Consumer NOW Account.

### **SAVINGS ACCOUNTS**

By the term "savings" account we mean an account that earns interest, but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit.)

We will provide you with a periodic statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

#### **Withdrawals:**

You can make withdrawals from a savings account in many ways, such as:

1. in person by withdrawal slip;
2. at ATM machines with an ATM card or check card; (See section titled **Electronic Banking Agreement**. You must have a card and a PIN number, and you must select your saving account as the account you want to access on the screen.)
3. using your check card with a merchant, online or in person; (This will only apply if the savings account is the only account that is attached to your check card.)\*
4. by automatic (electronic) payment to a loan account with us; (You would have to set this up in advance.)
5. by automatic (electronic) payment to others; (You would have to set this up in advance.)\*
6. by telephone transfer to another account of yours with us; (You will need a PIN number to use our automated system.)\*
7. online (Internet) transfers to other accounts with us; (You would need to arrange for online transactions.)\*
8. online transfers to others; (You would need to arrange for online transactions.)\*
9. by check. (You would need to select a savings account that permits access by check.)\*

You are limited to a combined total of six of the transactions shown above with an "\*" in a monthly statement cycle. We calculate these limits by the day they are posted on our system. If you exceed these limits we may:

1. close your account; or
2. convert your account to a checking account, and price it accordingly; and
3. charge you a fee, in addition to (1) or (2) above.

We reserve the right to require seven days notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

[Return to TOP of page](#)

### **S.T.A.R.T.**

#### **Savings Today And Rewards Tomorrow™**

##### **Overview**

S.T.A.R.T. is a free program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the "Program"), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

##### **Enrollment Process and Eligibility**

*To be eligible for the Program, you must meet, and continue to meet, the following three requirements:*

1. Enroll in the Program.
2. Open and/or maintain an active U.S. Bank Package, including:
  - A Silver, Gold or Platinum Package Checking account AND
  - A Package Money Market Savings account

*Note: Account ownership must be identical for both the checking and savings accounts.*

3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

##### **Qualifying Transfers Options**

Qualifying transfers occur at least once per month from your Package Checking account (“checking account”) to your Package Money Market Savings account (“savings account”). Three transfer options are available for you to choose. You are required to set up one option, but can utilize all three choices.

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Note: Qualifying transfers will not be processed if your checking account has a negative available balance or if your balance would become negative as a result of the transfer.

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- 1. Scheduled Transfer:** A recurring transfer based on an amount you choose on the date(s) you select.
  - Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. Onetime or same-day transfers do not qualify.
  - Example: Schedule a transfer of \$10 from your checking account to your savings account on the 1st of each month.
- 2. Transfers Based on Check Card Purchases:** A recurring transfer based on the number of U.S. Bank check card purchases you make, transferred on the business day after the transaction is posted.
  - Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
  - The total number of purchase transactions posted to your checking account each day will be multiplied by the dollar amount selected. That amount will be transferred from your checking account to your savings account.
  - The check card must be associated with the enrolled checking account. If more than one check card is enrolled in S.T.A.R.T, a separate transfer will occur for the activity of each card.
  - Example: You have selected a transfer amount of \$.50. If five check card purchases post on Tuesday, a transfer of \$2.50 will occur on Wednesday (from your checking account to your savings account).
- 3. Transfers Based on Credit Card Purchases:** A recurring transfer based on the number of U.S. Bank credit card purchases you make, transferred on the business day after the transaction is posted.
  - Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
  - The total number of purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your checking account to your savings account.
  - The credit card owner’s name must be an owner on the enrolled S.T.A.R.T. checking account.
  - All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
  - If more than one credit card is enrolled in S.T.A.R.T for this transfer option, separate transfers will occur for the total purchases posted to each card.
  - Example: You have selected a transfer amount of \$3.00. If two credit card purchases post on Monday, a transfer of \$6.00 will occur on Tuesday (from your checking account to your savings account).

#### **S.T.A.R.T. Goals and Rewards**

*The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. For a new savings account your Goal Balance is \$1,000. For existing savings accounts, your Goal Balance is the account balance of your savings account at time of enrollment, plus \$1,000. You must reach Goal 1 before you become eligible for Goal 2.*

**S.T.A.R.T. Goal 1:** When you reach the Goal Balance in your savings account and a qualifying transfer occurs within 35 days of meeting the Goal Balance, you will earn a \$50 U.S. Bank Rewards Visa Card.

**S.T.A.R.T. Goal 2:** When you maintain the Goal Balance in your savings account for 12 consecutive months from the date of meeting Goal 1, and you will earn a \$50 U.S. Bank Rewards Visa Card.

Note: Reward(s) will be sent to the primary savings accountholder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The accountholder is responsible for any applicable taxes. If your savings account is subject to Federal tax withholding, the amount of your U.S. Bank Rewards Visa card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of \$100.

Terms and conditions and fees may apply to Rewards Cards. The U.S. Bank Rewards Visa Card cannot be reloaded with additional funds, nor can it be used at an ATM. For complete terms and conditions, see the “U.S. Bank Rewards Visa Card Agreement” available at [www.myusbankcorporaterewards.com](http://www.myusbankcorporaterewards.com). Lost or stolen cards can be replaced if the card number is available; some restrictions apply.

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#### **U.S. Bank FlexPerks Cash Rewards Transfer Option**

- To reach your savings goal more quickly, you can choose to automatically transfer the cash rewards earned with your U.S. Bank FlexPerks Cash Rewards Visa Check Card and/or U.S. Bank FlexPerks Cash Rewards Visa Credit Card directly to your savings account each month.
- This transfer will occur on the 15th of each month. If the 15<sup>th</sup> falls on a weekend or holiday, the transfer will occur on the next business day.
- This transfer option is an enhancement to your savings plan. It is not considered a qualifying transfer for program eligibility.

#### **Think Twice™ Savings Feature Option**

- If you select the *Think Twice* option, you will receive a message giving you the opportunity to “think twice”

before you make a withdrawal from your enrolled savings account.

- This *Think Twice* message will be presented when a request for transfer or withdrawal is made through U.S. Bank ATMs, U.S. Bank branches, Internet Banking and U.S. Bank 24-Hour Banking.
- *Think Twice* can be enabled or turned off anytime at a U.S. Bank branch, online via Internet Banking or on the phone with U.S. Bank 24-Hour Banking.

#### **Monitor and Make Changes to your S.T.A.R.T. Selections**

You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via Internet Banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking at 800-USBANKS (872-2657).

Additionally, S.T.A.R.T. Mobile or Email Alerts can be set-up through Internet Banking, and your monthly statements will provide S.T.A.R.T. progress information.

#### **Program Termination**

Your participation in S.T.A.R.T. will end if:

- You notify your banker that you no longer wish to participate in the Program.
- Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
- A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement

[Return to TOP of page](#)

#### **TIME DEPOSITS**

A time deposit is more commonly known as a certificate of deposit or a CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call our 24-Hour Banking or visit your local U.S. Bank branch to find out what CD products and terms we offer.

[Return to TOP of page](#)

#### **LIMIT OF LIABILITY**

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices**, for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

[Return to TOP of page](#)

#### **ELECTRONIC MESSAGES AND AGREEMENTS**

Many customers use the Internet and email as their primary form of communication with us. For example, we offer Internet Banking and the ability to obtain periodic account statements online.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet

these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to [fraud\\_help@usbank.com](mailto:fraud_help@usbank.com).**

[Return to TOP of page](#)

### **LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS**

We are a national bank with many branch locations. A "branch" is a brick-and-mortar facility (which does not mean an automated teller machine) established by us where you may make both deposits to and withdrawals from your account with a live teller. You agree that for purposes of this part your account exists at any and all locations where we operate a branch. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any branch or at any site designated by us for acceptance of service of process on our behalf.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as "legal process"), we will pay all amounts in the account in satisfaction of the legal process. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account holders. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner), it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with a court in the location of the branch where the legal process against your account was deemed served and ask the court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the funds in your account and agree to reimburse us for our expenses, including attorney's fees and expenses, arising out of the service of the legal process on us and our response to it.

All legal process is subject to our right of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle a legal process.

[Return to TOP of page](#)

### **RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS**

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and

revocable trust accounts). If the dispute, claim, or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belong. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. You agree to reimburse us for our expenses, including attorney's fees and expenses, arising out of any dispute, claim, or concern and our response to it.

[Return to TOP of page](#)

### **ACCOUNT INFORMATION**

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

1. reporting of interest you earn to federal and state tax authorities;
2. reporting of cash transactions that are at reportable limits;
3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
4. responding to subpoenas, court orders, or government investigations.

[Return to TOP of page](#)

### **SETOFF**

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. If the debt arises from a note, the term "debt" means the total amount on which we would be entitled to demand payment after a default under the note.

Our contractual right of setoff does not apply:

1. to an account that is an IRA or other tax-deferred retirement account;
2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to, but behind (subordinate to) any security interest that we or an affiliate of ours might have in your deposit account.

[Return to TOP of page](#)

### **SECURITY INTEREST IN ACCOUNTS**

You grant to us a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our affiliates, now or in the future. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion,

and any other series of your series limited liability company (as applicable).

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account.

[Return to TOP of page](#)

## **SECURITY**

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

[Return to TOP of page](#)

## **ARBITRATION**

**This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.**

**Arbitration Rules: If you or we elect to arbitrate a dispute concerning your account, the dispute will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. If this arbitrator or these arbitration rules are not available, then you and we will use a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will be in the federal judicial district where you reside.**

**Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The**

arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer accounts, we will advance the first \$375 of the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we or you will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**Effects of Arbitration:** If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any questions as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

[Return to TOP of page](#)

#### **ATTORNEY'S FEES**

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

[Return to TOP of page](#)

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## **BUSINESS ACCOUNT ISSUES**

**All other sections of this booklet apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). These next six apply to accounts used primarily for business purposes.**

#### **DEPOSITS OF PRE-AUTHORIZED DRAFTS**

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these "drafts" into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These "drafts" are checks you create based on information your customer provides you, such as the customer's name and account number, and the express permission your customer gave you to draw on this account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from the date of the authorization and provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

[Return to TOP of page](#)

#### **EARNINGS CREDIT**

Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. Your net service charge could be zero if your earnings credit equals or exceeds your charges in a given month. Federal law prohibits us from paying excess earnings credit to you. If your earnings credit is not sufficient to offset the amount due

hereunder, you agree to pay such amounts to us upon demand.

[Return to TOP of page](#)

#### **WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS**

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

[Return to TOP of page](#)

#### **CHECKS AND CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS**

**Business Checking and NOW Accounts.** Federal regulations generally limit business enterprises to non-interest-bearing checking account ("Business Checking" accounts), with a few exceptions. Sole proprietors, government agencies and nonprofit business enterprises may open transaction accounts ("Business NOW" accounts) on which you can write negotiable orders of withdrawal, and theoretically earn interest. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Business NOW accounts may or may not bear interest. Where applicable, interest on Business NOW accounts is normally paid on investment-eligible balances (collected balances minus reserve requirements). Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least 7 days' written notice prior to withdrawal or transfer of any funds in your Business NOW account.

[Return to TOP of page](#)

#### **FACSIMILE SIGNATURES**

You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

[Return to TOP of page](#)

#### **DEPOSITS**

**Truncation, Substitute Checks, and Other Check Images:** If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your Remote Deposit Capture Agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**Deposit Preparation, Sorting, and Endorsements:** You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. You agree to indemnify us for any loss we incur that results from your failure to comply with these requirements.

[Return to TOP of page](#)

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## **ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS**

This section governs transactions initiated by you or your employees using a U.S. Bank Business Check Card, Business Deposit Card, Business Deposit Check Card, Business ATM card or other U.S. Bank card products offered to business customers from time to time by U.S. Bank ("Business Check Card(s)"). Your use of business check card is subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

### **ACCOUNT ACCESS**

Any U.S. Bank Business Card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business check card or business ATM card, may access only related business checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor check cards and ATM cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business check card selected by you and approved by us. All business check card services may not be available depending on the access method selected.

[Return to TOP of page](#)

### **LIMITS ON TRANSFERS**

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronics payments unless specified otherwise.

### **New Accounts**

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

### **Security**

For security reasons, there are limitations on the amount of cash withdrawals you may perform with any of your U.S. Bank Check Cards or U.S. Bank ATM Cards per day at ATMs. There are also limitations on the total number and dollar amount of purchases at merchants and or cash advances at VISA member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time.

We reserve the right to change these maximum daily limitations on cash withdrawals and purchases without notice, which we make based on periodic risk assessments. We will not reduce those limits below \$300 per day for cash and \$1,000 per day for purchases without giving you prior notice.

### **Check Card Transactions**

When we receive an electronic notice that a U.S. Bank Check Card (non-PIN) transaction has been authorized against your account, we will place a hold on your account for that amount. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) estimate the amount of the anticipated purchase for the purpose of

determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending check card (non-PIN) purchases from the time we receive the notice until the item is presented or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft or insufficient funds fee.

### **Purchases at Merchants**

You may use any of your U.S. Bank Check Cards to make purchases at VISA merchants that accept debit cards. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, the date of purchase and the amount of the purchase. You may use your U.S. Bank ATM Card and, in some cases, any of your U.S. Bank Check Cards, to make purchases by entering your PIN at participating merchants in many parts of the country where you see the Interlink® mark or other regional point-of-sale network marks. To determine if you can make a purchase with your card and PIN, check the back of the card for eligible networks. Purchases made with any of your U.S. Bank Check Cards will be deducted from your "primary" checking account. This will reduce your available balance and will be processed like other items. We will itemize these transactions on your monthly statement.

### **Other Electronic Transactions**

In addition to transactions initiated by using your U.S. Bank Check Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.

You can also use any of your U.S. Bank Check Cards to obtain a cash advance from your checking account at any VISA member bank anywhere in the world.

### **FEES**

We will charge you fees for electronic funds transfers in accordance with the information found in our *Consumer Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

### **ATM Surcharges**

When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

[Return to TOP of page](#)

### **USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS**

You may use your U.S. Bank Check Card or ATM card for retail purchases with foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System, Interlink or Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the foreign fees in this section to those transactions. U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your U.S. Bank Check Card or ATM card at a merchant or an ATM that bears the Visa or Interlink logo

(and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a "foreign fee" of 3% times the resulting dollar amount.

If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a "foreign fee" of 2% times the U.S. Dollar amount. If you use your U.S. Bank Check Card or ATM card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a "foreign fee" of up to 3% times the resulting dollar amount. Additional fees may apply.

If you use your U.S. Bank Check Card or ATM card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above). Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503-401-9991.

[Return to TOP of page](#)

#### **BALANCE REQUIREMENTS**

Transactions using your business check card(s) will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

[Return to TOP of page](#)

#### **UNAUTHORIZED TRANSACTIONS, LOST OR STOLEN CARDS AND SECURITY**

You are solely responsible for maintaining the security of your U.S. Bank Business Check Cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business check card(s), including business check card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business check card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

VISA® offers Zero Liability for transactions with your Visa card, and this policy applies to use of your business check card. However, this policy does not extend to transactions where a personal identification number (PIN) is used or any transaction which is not processed by the VISA network.

The VISA Zero Liability policy is subject to certain conditions. If we reasonably determine that the unauthorized transaction was caused by your gross negligence or fraud, the VISA Zero Liability policy will not apply.

In any case, you must report an unauthorized transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. Failure to report an unauthorized transaction within such 60 days will conclusively mean the transaction is authorized. If you believe that an erroneous or unauthorized transaction has occurred using your business check card(s), or if your business check card has been lost or stolen, or if you want to cancel a business check card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

#### **U.S. Bank® 24-Hour Business Solutions:**

Minneapolis/St. Paul Metro Area .....(651) 244-7770  
All Other Areas within the U.S. .... 800-673-3555  
TDD..... 800-685-5065

[Return to TOP of page](#)

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## **SAFE DEPOSIT BOX LEASE AGREEMENT**

This Safe Deposit Box Lease Agreement ("Safe Deposit Box Agreement") applies if you have rented a safe deposit box from U.S. Bank. It completely replaces any earlier lease or rental terms. The words "we," "our," and "us" refer to U.S. Bank, and the words "you" and "your" refer to each and all of the renters of that safe deposit box.

**Insurance.** Safe deposit boxes and their contents are **not** covered by FDIC-Insurance or U.S. Bank's insurance policy. The Federal Deposit Insurance Corporation (FDIC) insures deposits in deposit accounts. Safe deposit boxes are considered storage space provided by the bank and do not fall under these insurance laws. Therefore, when considering whether to rent a safe deposit box, please check with your personal insurance carrier to determine whether safe deposit box contents are covered under your existing policy or if you will require additional insurance.

**Term.** The box is rented for a one-year period payable in advance. If you signed a safe deposit contract, then that one-year period begins on the date of that contract. Otherwise, the period ends on the due date shown on your safe deposit statement. This lease will be automatically renewed for a one-year term each time it expires unless you or we terminate as provided below or unless you fail to pay the rental amount for the renewal term in advance.

**Rental Fees.** We reserve the right to change the safe deposit box rental amount for any renewal term by billing you for the changed amount. Your rent, along with any tax that might be due, is payable in advance before the beginning of any renewal period. If we do not receive your rental payment or any other amount you owe us within 15 days after it is due, it may be charged against any deposit or credit account you have with us. Also, you agree to give us a lien on all contents of the box for any rent or other amount that you may owe us. You also agree to pay the fees outlined in the Safe Deposit Box Fees schedule, as shown in the *Consumer Pricing Information* brochure, which may be amended from time to time and are a part of this Safe Deposit Agreement. You agree to pay the late payment fee if your rent payment is not paid when due. We also reserve the right to charge fees for any changes or other activity in connection with your box.

**Our Duty.** Our duty is to use reasonable care to prevent anyone from opening the box other than you or your appointed deputy (agent) or court-appointed representative, except as we may otherwise be required or permitted by law. You, your deputies (agents), or other designated representatives agree to comply with our requirements for accessing the box.

**Keys.** You must immediately notify us if you lose one or more keys, or the combination, to your box. You also agree, in such a case, to pay all the expenses of opening the box, changing the lock, and replacing the keys.

**Items Stored.** You agree not to store any:

- guns, ammunition, explosives, or other items we may believe to be dangerous, or
- liquids, or
- items that we may conclude would interfere with the operation of the safe box vault, or
- property the possession of which would be a violation of law.

If we know or have reason to suspect you store these items, we may turn the box's contents over to the police or other legal authorities, or permit those authorities to inspect the box's contents, including any item stored in violation of this lease.

**Access.** If you are late making any payment due under this Safe Deposit Box Agreement, we can deny you access to the box. We may also deny access as required by law or if we reasonably believe we may be so required, or if there is a dispute over ownership or access rights, or if we have a reasonable doubt as to who is entitled to access.

If you die, become bankrupt, or are incapacitated, we may permit access to the box to the persons, and for the purposes, as the law allow or requires. You agree that if anyone having access to the box dies, you will give us notice of that death and provide documentation as required by State law before you seek access to the box. If we allow access to the box, and except as otherwise required by law, we have the right to require all owners (or their legal representatives) to be present. We reserve the right to charge a fee for access to the box.

If we know or have reason to suspect you store items in this box in violation of this Safe Deposit Box Agreement, we may block access to the box pending an investigation.

**Deputies (Agents).** You may appoint another person or persons, except for one of our officers or employees, as a deputy (agent) on your box. To appoint a deputy (agent) the individual renter or **all** joint renters must be present, along with the deputy, to sign the revised Safe Deposit Box contract. The renter or any co-renter may independently revoke the deputy appointment by signing the Access Revoked section of the deputy designation area of the contract. Deputies are permitted to access or close the safe deposit box without the presence of the renter(s). We may admit any deputy (agent) to the box until we either: (1) receive your authorization to revoke the deputy by signing the Access Revoked section of the contract, or (2) receive notice of the death or incapacity of the renter or one of the co-renters who appointed the deputy. You agree to be responsible for the actions of your deputies (agents) and to hold us harmless against any of their actions.

**Joint Rental.** If there is more than one renter on the safe deposit box, each person will have access to the safe deposit box. Each of you has the right to exchange the box or terminate the lease (surrender the box), and consent to an increase in box rent. Each of you will be liable for the full amount of payment due under this Safe Deposit Box Agreement.

**Corporate and Other Organization Renters.** A business safe deposit box may be rented to any Sole Proprietorship, Partnership, Association/Organization, or Corporation. In order to open a box in a business name, the business must provide appropriate legal documents (e.g., Articles of Incorporation, Partnership Agreement) and complete a 'Business Safe Deposit Box Resolution'. Entry to the box will only be permitted to those parties you authorize based on the documentation we have on file. We reserve the right to require a new contract to be created and a new 'Business Safe Deposit Box Resolution' if authorized signers change on a business owned box.

**Vault Hours.** Our vault is open only on banking days during our regular business hours or only during such other hours as we may set. In addition, we have the right to close or deny access to the vault temporarily if, in our judgment, it would be prudent to do so. For example, an event where we may deny access to the vault may include fire, unusual crowds, national emergency, malfunction of the vault door, and inclement weather.

**Location.** You agree that if we close the bank office or the safe deposit vault at the office where you box is located, you authorize us to move the box to another branch of the bank or we may require you to exchange your box for one at another branch of the bank. Upon acceptance of that exchange, you agree to move the contents from the old box to the new box within 30 days from receipt of notice from us. If you do not accept the exchange, then the lease shall be treated as terminated by us. In either case, you will remove the contents from the old box and return all keys or the combination to us in person within that 30-day period.

**Mailing Address.** You must notify us immediately in writing if you change your mailing address. We will regard the last address you have given us in our safe deposit vault record as correct, unless you have notified us in writing of any changes.

**Escheat.** You understand and agree that, should your box remain in a delinquent payment status for a length of time designated by law, we may have to turn over the contents of the box to the state. You further agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.

**Notice.** Any mailed notice that we may give to you shall be effective upon our putting that notice in the mail.

**Termination.** We may terminate this lease by giving you 30 days' written notice, whether or not you have paid all amounts due to us. During that period, you must return all keys or the combination to us in person. **We will not accept keys or combinations sent by mail.** You must also remove the contents of the box and pay past due rent or other amounts, if any. We will then give you a prorated refund of any rent you may have paid in advance. If

you do not surrender all keys or combination in person and pay all amounts due when the lease expires or is terminated, we may forcibly open the box in accordance with applicable law and remove and store its contents for you at your expense. We may turn over to the police or other legal authorities, or permit those authorities to inspect, any item stored in violation of this lease. We will have no liability for the safekeeping of any contents. We will charge rent even after the lease is terminated, until you return all keys or combination to us in person.

If you wish to terminate this lease, you must remove all contents of the box, surrender all keys or the combination to us in person, and sign the surrender portion of the Safe Deposit Box contract. However, you will not receive a refund of any rent you have paid.

**Change in Terms.** We may change the terms of this Safe Deposit Box Agreement by mailing you notice of the changes, publishing them in a newspaper, or posting them in our bank office. The changes shall become effective 15 days after such mailing, publishing or posting, unless before that 15th day you remove all contents from the box and surrender the box to us by returning all keys or the combination to us in person. You shall then be entitled to a refund of any unearned rent.

**Liability.** Although your safe deposit box is designed to be fire- and water-resistant and burglar-resistant, we do not guarantee absolute safety, nor are we liable for any contents which are claimed to be lost. Except for the duty specifically stated above, we have no liability for any damage to the contents of your box even if the damage resulted from our negligence. Under no circumstances do we serve as a bailee of anything you may put in it. You also agree to keep money, jewelry and other untraceable items in the box at your own risk.

**Our Costs and Losses.** You agree to reimburse us, upon our request, for any amounts we incur in connection with the removal and storage of box contents for which rent has not been paid, any failure to return all keys or combination upon termination, or lawsuits related to your box.

#### **ARBITRATION**

**This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.**

**Arbitration Rules:** If you or we elect to arbitrate a dispute concerning your account, the dispute will be decided by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. If this arbitrator or these arbitration rules are not available, then you and we will use a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will be in the federal judicial district where you reside.

**Arbitration Process:** Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer accounts, we will advance the first \$375 of the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we or you will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

**Effects of Arbitration:** If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any questions as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

[Return to TOP of page](#)

**Funds Availability Policy**

[Funds Availability: Your Ability to Withdraw Funds - All Accounts](#)  
[Determining the Availability of a Deposit - All Accounts](#)  
[Immediate Availability - All Accounts](#)  
[Retail Consumer, Small Business and Commercial Accounts](#)  
[Private Client Accounts](#)  
[Deposits at Automated Teller Machines - Retail Consumer, Small Business and Commercial Accounts](#)  
[Longer Delays May Apply](#)  
[Special Rules for New Accounts - Retail Consumer and Small Business Accounts](#)  
[Cashing Checks](#)  
[Other Accounts](#)

## **FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS - ALL ACCOUNTS**

This funds availability policy statement applies to our checking and savings accounts.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Private Accounts clients and Retail Consumer and Small Business Accounts. We will make that clear in the section headings.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

## **DETERMINING THE AVAILABILITY OF A DEPOSIT - ALL ACCOUNTS**

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our "cutoff time" on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

If you make a deposit at an ATM before 6:00 p.m. (local time, at the ATM location) on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM on or after 6:00 p.m. (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit.

In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

## **IMMEDIATE AVAILABILITY - ALL ACCOUNTS**

The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$100 from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$100 availability is subject to the rule in the section titled **Longer Delays May Apply**.

## RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

## PRIVATE CLIENT ACCOUNTS

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section below titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks** and **Other Accounts** may also apply.

## DEPOSITS AT AUTOMATED TELLER MACHINES - RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

**Our Machines.** If you make a deposit at an ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit.

**Other Machines.** If you make a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit. New customers cannot make deposits at ATMs we do not own or operate within the first 90 days of the account relationship.

## LONGER DELAYS MAY APPLY

**Case-by-Case Delays.** In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$100 of your deposits, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions.** In addition, funds you deposit by check may be delayed 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 computer or communications 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 ninth business day after the day of your deposit.

## SPECIAL RULES FOR NEW ACCOUNTS - RETAIL CONSUMER AND SMALL BUSINESS ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on 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 you may have to use a special deposit slip). The excess over \$5,000 will be available on 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 your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

### **CASHING CHECKS**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **OTHER ACCOUNTS**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

[Return to TOP of page](#)

### **[Electronic Banking Agreement for Consumer Customers](#)**

**[Types of Transactions](#)**

**[Limits on Transfers](#)**

**[Fees](#)**

**[Using Your Card in a Foreign Country](#)**

**[Advisory Against Illegal Use](#)**

**[Documentation](#)**

**[Preauthorized Payments](#)**

**[Our Liability](#)**

**[Unauthorized Transactions and Lost or Stolen Cards](#)**

**[Consumer Liability for Unauthorized Transfers](#)**

**[Minnesota Liability Disclosure](#)**

**[Business Days](#)**

**[Confidentiality](#)**

**[Error Resolution Notice](#)**

**[Notice of ATM/Night Depository Facility User Precautions](#)**

### **ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS**

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see the back of this booklet for phone numbers), visit a local U.S. Bank branch or write to:

#### **U.S. Bank 24-Hour Banking**

**EP-MN-WS5D,  
60 Livingston Ave.,  
St. Paul, MN 55107**

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### **TYPES OF TRANSACTIONS**

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

**Direct Deposits.** You can arrange for direct deposits to your checking or savings account(s).

**Preauthorized Payments.** You can arrange to pay certain recurring bills from your checking or savings account(s).

**Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

### **Expanded Account Access**

**What it is.** Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual.

**The "cards" that can get Expanded Account Access.** All U.S. Bank Check Cards and ATM cards, and all U.S. Bank-issued credit cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

**Fees and Charges for Expanded Account Access.** There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* brochure. You should have received one and they are also available at any of our branches in your state.

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable credit agreement.

**How to Cancel.** You can call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

### **Account Access at Automated Teller Machines**

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name.

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account using your U.S. Bank Check Card or ATM card. (Refer to your credit cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a mini-statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing mini-statements at ATMs.)
- Purchase stamps, event tickets and wireless phone minutes.

Some of these transactions are not available at all ATMs.

### **Purchases at Merchants**

You may use any of your U.S. Bank Check Cards to make purchases at VISA merchants that accept debit cards. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, the date of purchase and the amount of the purchase.

You may use your U.S. Bank ATM Card, and in some cases, any of your U.S. Bank Check Cards, to make purchases by entering your PIN at participating merchants in many parts of the country where you see the Interlink® mark or other regional point-of-sale network marks. To determine if you can make a purchase with your card and PIN, check the back of the card for eligible networks. Purchases made with any of your U.S. Bank Check Cards will be deducted from your "primary" checking account, or your "primary" savings account. This will reduce your available balance and will be processed like other items. We will itemize these transactions on your monthly statement.

### **Other Electronic Transactions**

In addition to transactions initiated by using your U.S. Bank Check Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.

You can also use any of your U.S. Bank Check Cards to obtain a cash advance from your checking account at any VISA member bank anywhere in the world.

### **LIMITS ON TRANSFERS**

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

### **New Accounts**

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

### **Security**

For security reasons, there are limitations on the amount of cash withdrawals you may perform with any of your U.S. Bank Check Cards or U.S. Bank ATM Cards per day at ATMs. There are also limitations on the total number and dollar amount of purchases at merchants and or cash advances at VISA member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time.

We reserve the right to change these maximum daily limitations on cash withdrawals and purchases without notice, which we make based on periodic risk assessments. We will not reduce those limits below \$300 per day for cash and \$1,000 per day for purchases without giving you prior notice.

### **Check Card Transactions**

When we receive an electronic notice that a U.S. Bank Check Card (non-PIN) transaction has been authorized against your account, we will place a hold on your account for that amount. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) estimate the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending check card (non-PIN) purchases from the time we receive the notice until the item is presented, a completion message is received, or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us

for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft or insufficient funds fee.

## **FEES**

We will charge you fees for electronic funds transfers in accordance with the information found in our *Consumer Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

**ATM Surcharges.** When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

## **USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS**

You may use your U.S. Bank Check Card or ATM card for retail purchases with foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System, Interlink or Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the foreign fees in this section to those transactions. U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your U.S. Bank Check Card or ATM card at a merchant or an ATM that bears the Visa or Interlink logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. For transactions processed through Visa, the foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. To the converted transaction we will add a "foreign fee" of 3% times the resulting dollar amount.

If your foreign transaction is processed by Visa and is in or converted to U.S. Dollars prior to being processed by Visa, we will add a "foreign fee" of 2% times the U.S. Dollar amount. If you use your U.S. Bank Check Card or ATM card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time to time, by the operator of that ATM. To the converted transaction we will add a "foreign fee" of up to 3% times the resulting dollar amount. Additional fees may apply.

If you use your U.S. Bank Check Card or ATM card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above). Additional fees may apply.

If you need to contact us about your card while outside of the United States, call us collect at 503-401-9991.

## **ADVISORY AGAINST ILLEGAL USE**

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

## **DOCUMENTATION**

**Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**Pre-authorized 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 U.S. Bank 24-Hour Banking or visit our Online Banking site at [usbank.com](http://usbank.com) to find out whether or not the deposit has been made. If you have entered into an Online Banking Agreement with us, you may also communicate with us by e-message as described in the agreement.

**Periodic statements.** You will get a monthly account statement unless there are no transfers in a particular

month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled **Dormant Account and Escheat** and you have had no electronic activity, you will receive an annual statement.

### **PREAUTHORIZED PAYMENTS**

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the originator ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the originator will notify you seven calendar days prior to the new scheduled date.

To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at [usbank.com](http://usbank.com).

### **Right to Stop Payment of Preauthorized Transfers**

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers).

You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

**If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. You have no right to stop payment on any other type of electronic banking transaction.**

### **OUR LIABILITY**

**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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to **Savings Accounts - Withdrawals** section for additional details).

### **Authorized Transactions**

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Check Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify U.S. Bank 24-Hour Banking that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

### **UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS**

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Check Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify

U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.

- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

**U.S. Bank Fraud Liaison Center**

877-595-6256

**TDD: 800-685-5065**

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or
- Access device returned as undeliverable by postal service.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS**

**Zero Liability for All Transactions.** Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Check Cards, the associated account numbers printed on them (including purchases made over the phone or online) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic funds transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

**After 60 Days from Statement Notice.** If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all fund transfers that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Internet transactions, and purchases with any of your U.S. Bank Check Cards, etc.) that occur after the 60 day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

**MINNESOTA LIABILITY DISCLOSURE**

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes, § 47.69 and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

**BUSINESS DAYS**

Bank "business days" are Monday through Friday. Federal holidays are not included.

**CONFIDENTIALITY**

We will disclose information to third parties about your account as permitted by law or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or

5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf or financial institutions with which we have joint marketing arrangements.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the back of this booklet, visit any U.S. Bank branch or write us at the address listed 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. If you have entered into an Internet Banking Agreement with us, you may also communicate with us by e-message as described in the agreement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.
4. If you tell us orally or send us an e-message, we may require that you complete appropriate forms and return it/them to us within ten business days.

We will determine whether an error occurred within ten 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 ten business days for the amount you think is in error, unless your transaction is a VISA transaction in which case we will credit your account within five 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 complete our forms and we do not receive it/them within ten business days, we might not provisionally credit your account.

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

We will tell you the results within three 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. Write to us at:

**U.S. Bank**  
**EP-MN-WS5D**  
**60 Livingston Ave.**  
**St. Paul, MN 55107**

Customers who have entered into an agreement with us for Internet Banking may send e-messages to us from our Internet Banking site using the secure email feature. The Internet Banking site may be accessed by going to the U.S. Bank web site at *usbank.com* and following the directions to login to Internet Banking.

Error resolution and contact information with respect to Internet Banking services is provided in our Internet Banking Agreement.

More detailed information is available on request.

### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always

save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Do not tell anyone your PIN. Do not give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

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### **U.S. Bank® 24-Hour Banking**

Cincinnati Metro Area:	(513) 632-4141
Denver Metro Area:	(303) 585-8585
Milwaukee Metro Area:	(414) 765-4636
St. Louis Metro Area:	(314) 425-2000
Minneapolis/St. Paul Metro Area:	(612) US BANKS (612) 872-2657
Portland Metro Area:	(503) US BANKS (503) 872-2657
All Other Areas:	800-US BANKS 800-872-2657
TDD:	800-685-5065

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### **U.S. Bank Fraud Liaison Center**

877-595-6256

TDD: 800-685-5065

