

Your DEPOSIT ACCOUNT AGREEMENT

&

General Terms & Conditions

Electronic Transfers

Funds Availability

Safe Deposit Box Lease

Reserve Line

Checking Account Advance

Effective February 12, 2012

All of **us** serving you™

Member FDIC



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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;
- (6) any appropriate means such as direct mail and notices on or with your statement, including statements delivered electronically; and
- (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 on page 5 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 versions.

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, 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.

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, 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.

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.

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.

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.

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).

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.

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 accounts.

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.

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.

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.

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.

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.

TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Generally, we post transactions after the close of each business day in the following order:

1. Deposits we receive before the daily cut off time will be posted before any withdrawals.
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction); or (2) when the transaction was processed by U.S. Bank (for example an ACH, or Bill Pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest amount first (frequently referred to as low-to-high).

3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

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.

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.

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.

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 laws 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-WSSD, 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.

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**.)

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.

NIGHT DEPOSITORY

If you arrange for night depository services, you must 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).

CHECKS

Post-Dated Checks. We are not responsible to you if we pay a check before its date, even if we have noticed 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 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 payees; and
- (15) Any other instrument which is not a check or negotiable instrument.

ENDORSEMENT STANDARDS

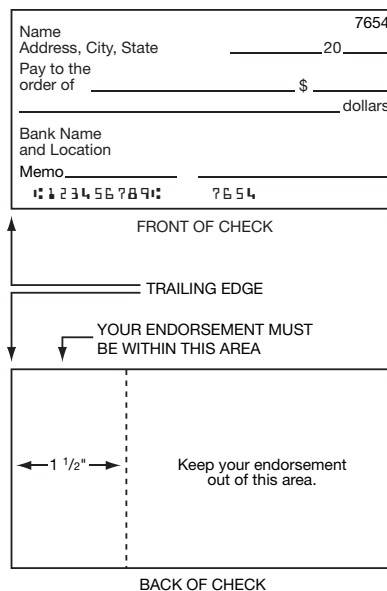
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

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 endorser (most check forms have a line separating the endorsement area); and
- (6) keep any stamp within the area set aside for handwritten signatures.

The picture on this page 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.

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 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 will post items in accordance with the "Transaction Posting Order" section. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your available balance more quickly.

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 for overdrafts: 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 all 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 results 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. 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 (page 12)
- Security Interest in Accounts (page 13)
- Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 13)
- Limits on Transfers (page 16)
- Electronic Banking Agreement for Consumer Customers (page 15); Business Customers (page 18)
- Consumer Reserve Line Agreement (page 20)

OVERDRAFT PROTECTION PLANS

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a check card purchase rejected, resulting in the expense of overdraft fees or return item fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) (“checking account(s)”) to cover overdraft situations when the available balance is insufficient to cover checks presented for payment and/or available balance has been reduced due to pending authorized check card (non-PIN) transactions, as specified in subsection “Check Card Transactions”.

U.S. Bank lets you choose which accounts are linked for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account. You can choose to link up to three eligible U.S. Bank accounts to your checking account for Overdraft Protection. Accountholders who are signers on the checking account must also be signers on the account linked for Overdraft Protection.

Eligible accounts include:

- U.S. Bank savings account
- U.S. Bank Reserve Line
- U.S. Bank credit card
- A secondary U.S. Bank personal checking account
- U.S. Bank Premier Line
- U.S. Bank Home Equity Line of Credit

If you have linked eligible accounts, and the negative available balance in your checking account is \$10 or more, the advance amount will transfer in multiples of \$50. If, however, the negative available balance is less than \$10, the amount advanced will be a maximum of \$10 and the Bank’s fee (refer to the Consumer Pricing Information Brochure - Overdraft Protection Transfer fee) will be waived.

If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the remaining available balance will be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the available balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of \$50 to cover the remaining overdrawn balance.

For each day an Overdraft Protection transfer occurs, a Bank fee (refer to the Consumer Pricing Information Brochure – Overdraft Protection Transfer fee) will be charged to the checking account that received the transfer.

When the Bank accesses funds from an eligible savings account(s), these types of transfers are also subject to transaction limitations and Bank fee noted in the Consumer Pricing Information Brochure regarding Federal Regulations Governing Savings and Money Market Transaction Limitations and also noted in subsection “Savings Accounts”.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or credit card agreement.

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 might 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.

FUNDS TRANSFERS

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to 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.

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 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.

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).

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 US Bank 24-Hour Banking, or at www.usbank.com. The telephone number is at the end of this booklet.

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.

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 the funds 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*.

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.

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 accounting device does not affect either the appearance or the operation of your checking account in any way.

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.

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.

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.

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.

STATEMENTS AND NOTICES

Statements. We will periodically make available to you a paper or on-line 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 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 agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

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 unauthorized paper debit 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 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 checks 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.)

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.

CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

Consumer NOW Accounts: Consumer transaction accounts, including Health Savings Accounts (HSAs), 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 your 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 or money market 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.

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.

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.

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. One-time 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 account holder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The account holder 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. Lost or stolen cards can be replaced if the card number is available; some restrictions apply.

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

TIME DEPOSITS

A time deposit is more commonly known as a certificate of deposit or 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, visit a local U.S. Bank branch to find out what CD products and terms we offer.

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.

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.**

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS

We are a national bank with many branch locations. A “branch” is a brick-and-mortar facility available to all of our customers (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, any brick-and-mortar facility where you make both deposits to or withdrawals from your account with a live teller, 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 and in compliance with federal law. 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 owners. 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 legal process.

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 belongs. 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.

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.

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.

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, so we may exercise our security interest against 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.

SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, check card, or PIN) we provide to 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.

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: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which 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 made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for 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 question 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.

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.

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 Client Accounts 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 \$200 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 \$200 availability is subject to the rule in the section titled **Longer Delays May Apply**.

LONGER DELAYS MAY APPLY

Government Checks, Cashier's Checks, and Other Types of Special Checks. If you make a deposit of one of the following items in person to one of our employees, our policy is to make funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and,
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled Longer Delays May Apply – Safeguard Exceptions.

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 second business day after the day of your deposit. The first \$200 of your deposit, 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 seventh business day after the day of your deposit.

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 above 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. However, in certain circumstances, and at U.S. Bank's discretion, the funds may not be available until the second 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.

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 seven 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.

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.

DEPOSIT 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 his 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.

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 total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

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.

CHECKS AND CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

NOW Accounts. 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.

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.

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.

Requalification: If you elect to have another bank or entity receive and process all of your returned checks, such other bank's endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

FRAUD PREVENTION MEASURES. We offer certain products and services, such as "positive pay," and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

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 any of your U.S. Bank Check Cards to make purchases by entering your PIN at participating merchants. 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. For additional information on overdraft coverage refer to the Insufficient Funds and Overdrafts section.

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 transactions that you may perform with any of your U.S. Bank Check Cards or U.S. Bank ATM Cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total 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. Our standard transaction limits are \$300 per day for cash withdrawals and \$1,000 per day for purchases. We may change these maximum daily limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

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 international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa system will be converted according to the applicable rules established by 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. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

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 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 (refer to page 9) 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.

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, Withdrawal section on page 11 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 devices 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 business 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-WSSD
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. Don't tell anyone your PIN. Don't 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. Don't write your PIN where it can be discovered. For example, don't 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.

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 cards 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 Check 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.

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 transactions that you may perform with any of your U.S. Bank Check Cards or U.S. Bank ATM Cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total 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. Our standard transaction limits are \$300 per day for cash withdrawals and \$1,000 per day for purchases. We may change these maximum daily limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

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 any of your U.S. Bank Check Cards to make purchases by entering your PIN at participating merchants. 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 *Business 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 international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa system will be converted according to the applicable rules established by 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. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

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.

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.

UNAUTHORIZED TRANSACTIONS AND 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 Fraud Liaison Center

877-595-6256

TDD: 800-685-5065

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 Box 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 deposit 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 items 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 allows 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 your 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.

Changes 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 question 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.

CONSUMER RESERVE LINE AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate	21.9%
Paying Interest	Your due date is 20 days after the close of each billing cycle. There is no interest-free period.
Fees	
Annual Fee	None
Penalty Fees	
• Late Payment	\$20

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

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

This Reserve Line Agreement ("Reserve Line Agreement") describes the U.S. Bank Reserve Line account. This is an open end line of credit that is (or can be) attached to a U.S. Bank checking account and provides "overdraft" protection (up to your credit limit).

If you accept the offer of a Reserve Line (overdraft protection) feature for your checking account, you agree to the terms below. Your acceptance will be further evidenced and confirmed the first time you access the account or by failing to cancel this account within 30 days after we mail notice to you of the creation of the account.

DEFINITIONS

In this Reserve Line Agreement, the words, "YOU" and "YOUR" mean the borrower(s) under this Reserve Line Agreement who are also the account holders of the associated deposit account. If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the associated deposit account records. You confirm that such deposit account information is accurate, and you promise to keep it so.

"WE" and "OUR" mean U.S. Bank.

The "associated deposit account" is the deposit account to which this line of credit account is attached.

Your credit limit under this Reserve Line Agreement will be provided to you by separate notice.

The account number we give you for your deposit account will be the same number for your line of credit.

USE OF ACCOUNT

You can access this line of credit by requesting a withdrawal from your associated deposit account that, if allowed, would create an overdraft to that account (but for an advance under this Reserve Line Agreement).

This means you can access the line of credit by any method by which you can access your associated deposit account. Therefore, if you can access your deposit account through an ATM card, check, debit card, online transaction, preauthorized withdrawal, telephone or any other method of withdrawal, then you can access this line of credit by such method.

Your access to this line of credit is also subject to any limits on your ability to access your deposit account as well. (For example, your ATM machine daily withdrawal limit will indirectly limit your access to the loan account *by that method of withdrawal*.)

ADVANCE AMOUNT

If you overdraw your associated deposit account by \$10 or more, advances will be made in increments of \$50 (rounded to the next higher \$50), or the unused portion of your credit line if that is less. If the amount of the overdraft is less than \$10, the advance will be \$10, or the unused portion of your credit line.

CREDIT LIMIT

You agree not to allow your unpaid principal balance to exceed your credit limit.

If you attempt a withdrawal that would cause you to exceed your credit limit:

- we are under no obligation to make it; if we reject the advance, you will incur the fee on the deposit account for an insufficient funds item;
- if we make the loan and you thereby exceed your credit limit, this does not increase your credit limit, and we are not obligated to permit you to exceed your credit limit later; and
- if we make the loan, the excess over your limit is immediately due, can be taken from your deposit account when funds are available and, if not sooner paid, you agree to increase your next periodic payment by the amount you exceed your credit limit.

CREDIT REVIEW

We may periodically review your creditworthiness. In doing so, we may review your credit reports and any other credit information that we believe to be relevant. We may request, and you agree to provide, any information regarding your financial condition that we believe appropriate for purposes of this review.

We reserve the right to periodically re-evaluate your account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your credit limit.

STATEMENTS

Your billing cycle for this account is monthly. Each billing cycle in which there is a transaction or a balance we will send you (or make available) a statement which will show all loans, finance charges, payments and credits made to your account during the billing cycle and the date and amount your minimum payment is due.

PAYMENT

You may repay your entire balance at any time, but if you do not, you must make a minimum monthly payment that will be equal to the greater of

- (a) \$25.00 or the remaining balance, if less; or
- (b) 1% of your principal plus accrued interest and fees.

If your loan balance is over your credit limit, your minimum monthly payment will be as described above increased by the amount your balance exceeds your credit limit.

AUTOMATIC PAYMENT

You authorize us to automatically deduct your minimum monthly payment from your associated deposit account on the due date shown on your statement. It is your responsibility to ensure that there are sufficient available funds in that deposit account to cover the minimum monthly payment due. If you do not have sufficient funds in your associated deposit account to make your minimum monthly payment, and we do not receive your minimum monthly payment by the payment due date, you will be charged a late payment fee of \$20.00.

APPLICATION OF PAYMENTS

All payments will be applied first to any unpaid Finance Charges that have accrued through the end of the preceding billing cycle, then to any payment protection fees, then to any other charges, and then the unpaid principal balance.

INTEREST CHARGES AND FEES

Fees

- **Late Payment Fee:** If we do not receive your minimum monthly payment by the due date, you will be charged a late payment fee of \$20.00.

Interest Charge

You agree to pay an INTEREST CHARGE on the unpaid balance of your U.S. Bank Reserve Line loans beginning on the date the funds are advanced to your checking account. We determine the INTEREST CHARGE for the billing cycle by taking the applicable daily periodic rate of 0.06% (corresponding **ANNUAL PERCENTAGE RATE** of 21.9%) and multiply that rate by the number of days in the billing cycle and multiplying that result by the Average Daily Balance for the billing cycle.

Average Daily Balance

To figure the INTEREST CHARGE we first determine the Average Daily Balance of your account for the billing cycle. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new advances, and subtract any payments, credits and unpaid finance charges accrued during the current cycle. This gives us a daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance.

APPLICABLE LAW

You understand that we are a national bank located in Ohio. The law that will apply to this Reserve Line Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED DEPOSIT ACCOUNT

You grant to us a security interest in the associated deposit account to secure the payment of this line of credit.

For purposes of this security interest, you and we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph.

ADDITIONAL PARTIES

You shall not add a person to your deposit account with authority to make withdrawals unless that person agrees to assume responsibility for this Reserve Line Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Reserve Line Agreement.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Reserve Line Agreement, we have the option to terminate this account and make the entire outstanding balance immediately due and payable if:

1. You are or become an executive officer of ours, and
2. Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

“Federal law” includes regulations and interpretations of federal agencies. “Your indebtedness” includes any debts attributed to you by Federal law.

DEFAULT

You will be in default on this loan:

1. If your associated deposit account is assigned to a branch in **Iowa**, you fail to make a payment in full within 10 days of when it is due;
2. If your associated deposit account is assigned to a branch in **Wisconsin**,
 - a. You fail to pay in full when due on 2 occasions within any 12-month period; or
 - b. Your spouse sends us notice of termination of this plan;
3. If your associated deposit account is assigned to a branch in any other state (neither Iowa nor Wisconsin) you fail to make a payment in full when it is due;
Or, regardless of the state of the branch to which your associated deposit account is assigned,
4. You fail to keep any other promise in this Reserve Line Agreement or the associated deposit account, and that failure materially impairs your ability to pay amounts due under this Reserve Line Agreement.

If any of you are in default on this Reserve Line Agreement we may exercise our remedies against any of you separately or all of you together.

REMEDIES: YOUR RIGHTS IF YOU DEFAULT

The remedies we have in the event of your default are, in some states, dependent on a limited right to cure a default, and to get notice of that right. We will provide the notice, which will explain your limited right, and permit you to cure a default, if and when required by state law.

If you are in default (and subject to any right to cure) we may:

- require you to pay the entire unpaid balance of principal and accrued interest before the scheduled due date;
- set off the debt against any amount we may owe you in the associated deposit account or any other deposit account interest you may have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further advances under this Reserve Line Agreement; and
- pursue any other method permitted by law to collect a debt.

COSTS OF COLLECTION

You agree to pay the costs we incur to collect this debt in the event of your default. In the event we have to collect this note through your bankruptcy proceeding, voluntary or otherwise, and without regard to your state of residence, these costs will include our reasonable attorney's fees, for an attorney who is not our salaried employee, in the bankruptcy proceedings.

The following additional fees and issues will depend on where you reside at the time this line of credit is signed. (If attorneys' fees are permitted, this would be for attorneys who are not our salaried employees.)

In **Arizona, Illinois, Kentucky, Michigan, Minnesota, Montana, Nevada, Pennsylvania, South Dakota, Tennessee, Utah, Virginia, and Washington and Wyoming** these costs will include our reasonable attorney's fees.

In **Arkansas**, these costs will include our reasonable attorney's fees not to exceed 10% of the amount of principal and accrued interest.

In **Colorado**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default.

In **Idaho**, these costs will include our reasonable attorney's fees. This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of \$1,000.00 or less.

In **Indiana**, these costs will include our reasonable attorney's fees; and in any collection efforts, we waive any relief we might be entitled to from evaluation and appraisal;

In **Iowa**, if the credit limit is greater than \$25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In **California, Nebraska, North Dakota, Ohio, Oregon and West Virginia** these costs will not include attorney's fees.

In **Kansas**, these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In **Missouri**, these costs will include our reasonable attorney's fees, if it is necessary to bring suit, of 15% of the amount due and payable under this note.

In **Oklahoma**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A §3-514.

In **Wisconsin**, you agree to pay the charges we incur as authorized by Wis Stat Chaps. 421 to 427.

DELAY IN ENFORCEMENT

We can delay enforcing our rights under this Reserve Line Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Reserve Line Agreement without releasing any other.

CANCELING OR AMENDING THIS RESERVE LINE AGREEMENT

We may cancel or amend this Reserve Line Agreement at any time by notifying you at least 15 days (or such longer period as required by law) in advance in writing. Where permitted by law, the changes will apply to all existing and future balances. You have the same right to cancel for any reason or if you do not agree with our amendment, but your obligation to repay the amount owed continues. If more than one rate applies to your account, we will apply payments to the oldest rate's unpaid Finance Charge and unpaid principal balance first.

FINANCIAL STATEMENTS

When we agree to make loans to you, we are relying on information you gave us on your application. You guarantee that this information is true and correct and that any information you give us in the future will also be true and correct.

You agree to provide us with additional financial statements as we may reasonably require. You agree that annual statements of this nature are reasonable, and that such annual statements may be used to adjust the credit limit for this account.

PAYMENT PROTECTION

We may offer you payment protection on this loan account at a later date. If we offer you, separately, payment protection (Basic or Plus), such payment protection is NOT required to obtain credit. We cannot compel you to buy such payment protection from us or our affiliate, NOR prohibit you from buying it from someone else. We will disclose the cost of such products at the time of our offer.

CREDIT BUREAU DISPUTES

If you believe we have inaccurately reported information on your credit history to a credit bureau, you can call 1-800-481-9057 or write U.S. Bank, Consumer Recovery Department, Attn: CBR Disputes, P. O. Box 17143, Denver, CO 80217.

YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

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

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write us (on a separate sheet) as soon as possible at:

U.S. Bank

P.O. Box 64991

St. Paul, MN 55164-9505

In your letter, you must give us the following information:

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

You must contact us:

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

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

You have authorized us to automatically deduct payments from your checking account to apply on your line of credit. You can stop payment on any amount which you think is wrong by mailing your notice so that we receive it three business days before the payment is scheduled to occur.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

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

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

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

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

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

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

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

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

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: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which 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 made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for 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.

DISCLAIMER OF ORAL AGREEMENTS

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

ACCEPTANCE

I accept the terms of this agreement. My acceptance will be further evidenced and confirmed the first time I access the account created and explained in this form, or, by failing to cancel this account within 30 days after you have mailed this disclosure to me (if I have not accessed the account before then).

BUSINESS RESERVE LINE AGREEMENT

In this agreement, "I" "me" or "my" refers to the customer who has applied for or accepted a pre-approved offer for a U. S. Bank Business Reserve Line account (the "account"). "You" or "your" refers to the bank where my checking account is located. "Applicant(s)" refers to the person or persons who requested the account on my behalf. "We" "our" or "us" refers jointly to me and each of the individual applicants. Use of the account or not canceling the account within thirty days after receipt of credit approval indicates our acceptance of the terms outlined below, including the personal guaranty by each of the applicants. "Credit limit" refers to the amount you disclose to me by separate communication as my credit limit. It is the maximum amount of money I am able to borrow under this agreement. "Checking account" means the checking account listed on my application or my pre-approved offer for the account. If you agree to make loans to me, you may rely on information, which I have submitted to you. We guarantee that this information is true and correct.

1. Persons Liable For the Account. We agree that we are jointly and severally liable for amounts due under the account. This liability extends to account balances due by the use of the account by (a) any person authorized to draw on the checking account (for account access by check overdraft) or (b) any person requesting an advance by other permitted means and believed by you to be authorized by me to request an advance, regardless of whether or not actually authorized by me to access the account. Any use of this account constitutes acceptance of the terms of this agreement for which we will each be responsible.

2. Guaranty. Applicant agrees to be personally responsible for any credit granted under the terms of this agreement. Each applicant is a co-obligor with the customer and is primarily, jointly, and severally liable for the obligations of the customer.

3. Using the Account. You agree to make loans to me under the account. I may request a loan by overdrawing my checking account, by phone, in person, by debit card or in any other way you approve. You will make each loan by advancing money in units of \$200 into my checking account. A request for a different amount will be rounded to the next higher \$200 but not more than the unused portion of my credit limit.

4. Credit Limit. We agree not to allow our unpaid principal balance to exceed my credit limit. Although you are not required to lend me any amount over my credit limit, you may make a loan if you choose. If I go over my credit limit, you may treat it as a loan under this account, except that we must repay any amount in excess of our credit limit immediately without notice or demand from you.

5. Credit Review. You may periodically review our creditworthiness. In doing so, you may review our credit reports and any other credit information that you believe to be relevant. You may request, and we agree to provide, any information regarding our financial condition that you believe appropriate for purposes of this review. You reserve the right to periodically re-evaluate my account and, based on your credit criteria for determining the likelihood of repayment, increase or decrease my credit limit.

6. Statements. Each month my regular checking account statement will contain a Business Reserve Line account section. It will state all loans, payments, credits, and finance charges during the billing cycle and the date my minimum payment is due.

7. Payments. We jointly and severally promise to pay you all amounts loaned under this account plus finance charges and any other amounts we may owe you. If my statement shows a balance due, I may: (a) pay the full amount; (b) make the minimum payment based on the standard rate; (c) make a fixed payment based on the standard minimum rate for a fully utilized credit limit; (d) elect the Zero Balance Option (if available to me) by authorizing you to debit my Demand Deposit Account daily to make payment on my Business Reserve Line account balance. On the day my normal payment is due, if the total of the daily payments taken is less than the minimum standard payment, I authorize you to debit the balance due to meet the minimum payment required from my Demand Deposit Account; (e) elect to use my skip payment option (if available to me); or (f) pay any amount greater than the minimum payment due. The minimum payment will be due on or before the day indicated on my monthly statement, and will be equal to the greater of \$25.00 or 3% of the balance due. If less than \$25.00 remains due, we will pay the full balance. For example, if I owe \$1500.00, my minimum monthly payment would be \$45.00. If any of us is an Executive Officer as defined by Regulation 'O', we understand you reserve the right to require us to repay on demand, either in whole or in part, the principal amount outstanding on loans made under this account.

8. Finance Charge. You will charge a finance charge for each day a loan is outstanding under the account. The finance charge begins to accrue on the date each loan posts to the account and will continue until paid in full.

The ANNUAL PERCENTAGE RATE of interest applicable to the account shall be a fixed rate of 21.9%.

The **FINANCE CHARGE** (if any) on loans for each billing cycle is determined by multiplying a daily periodic rate (the ANNUAL PERCENTAGE RATE divided by 365 or 366 during leap years) times the number of days in the billing cycle. The product of those two numbers is multiplied by the Average Daily Balance.

9. Figuring the Finance Charge. You compute the **FINANCE CHARGE** during my billing cycle by the Average Daily Balance. To get the Average Daily Balance, you take the beginning balance of my account each day, add any new advances, and subtract any payments, credits and unpaid finance charges. Sum all of these entries and divide by the number of days in the billing cycle.

10. Annual Fee. An annual fee of \$20 will be debited the first statement cycle date after account initiation and annually thereafter from my checking account. This annual fee will not be pro-rated if the account is closed during the year.

11. Default. We will be in default if: (a) we do not make a payment on time; or (b) we violate any provision of this agreement or any security agreement; or (c) any of our checking accounts with you is garnished, levied against, or is closed for any reason; or (d) an Applicant dies; or (e) any of us becomes insolvent, assigns any property for the benefit of creditors, or goes into bankruptcy, receivership or anything similar; or (f) any of us fails to provide a financial statement, tax returns or any other financial information that you may reasonably request; or (g) any of us gives you any false information or acts dishonestly in connection with this account; or (h) anything happens which you feel increases the risk that any payment will not be made on time.

12. Restriction – Payroll Accounts. We understand and agree that we may not use our Business Reserve Line account for paying employee wages. We further acknowledge that you do not authorize or allow such uses, and that to use the account directly or indirectly for employment compensation is a violation of this agreement.

13. Remedies. If any of us is in default, you will give me notice of my right to cure the default if required by law. If we do not cure the default within the time stated in the notice, you may: (a) declare the entire balance of this account immediately due and payable without demand or notice to us; or (b) exercise any legal remedy available. Your

remedies include, but are not limited to, exercising your right of setoff against any deposit account any of us has with you or your affiliates. We also agree to pay any attorney's fees, legal expenses, and costs incurred by you in enforcing this agreement, except as prohibited by law. We understand that if you choose to pursue one or more of these remedies, you are not waiving the right to choose later any other remedy until this account is paid in full. You can delay enforcing your rights under this agreement without losing them and still recover all amounts owed.

14. Deposit Account Security Interest. Unless it is prohibited by law, we give you a security interest in any deposit account we may at anytime have with you to secure this account. If the entire balance of this account becomes due, you may use such funds on deposit to pay this account. If the deposit is a time deposit, any early withdrawal penalty would not go to pay the account balance. If you take any funds or place a hold on funds to enforce a security interest in my deposit account, you will give me notice and right to cure as required by law. If you give me that notice, we will not have a claim against you for wrongful dishonor of checks written against our accounts or for any other damages to us arising from a hold on, or taking of funds.

15. Governing Law. The validity, construction and enforcement of this agreement are governed by the internal laws of the state in which you are located. If any other provision of this agreement violates the law and is unenforceable, the rest of the agreement will remain valid.

16. Canceling or Amending this Agreement. You have the right to cancel for any reason or amend this agreement at any time, by notifying me 15 days in advance in writing. Unless prohibited by law, the changes will apply to all existing and future balances. If I am in default, you can cancel use of this account without notifying me. I have the right to cancel for any reason at any time, but our obligation to repay the amount owed remains. You may at any time review my account and based on credit criteria for determining the likelihood of repayment of my account, reduce or cancel the use of my account.

17. Payment Protection. The U.S. Bank Payment Protection Plan (the "Plan") is an optional provision of your Line of Credit, as described in the Payment Protection Plan Addendum. Your decision whether or not to purchase this protection will not affect your application for credit or the terms of any existing credit agreement you have with U.S. Bank. There are eligibility requirements, conditions and exclusions which apply to each type of protection and that may prevent you from obtaining protection under the Plan. These are fully explained in the U.S. Bank Payment Protection Plan Addendum which amends the Line of Credit. If you are not completely satisfied, you may cancel the Plan within 30 days and we will refund any Debt Cancellation Fee paid by crediting your Line of Credit. Additionally, you may cancel at any time by notifying us in writing and receive a refund of unearned fees (if any).

WARNING: The terms of this revolving loan account may be changed whether or not authorized by agreement in accordance with the Uniform Consumer Credit Code or other applicable law.

U.S. BANK CHECKING ACCOUNT ADVANCE AGREEMENT

Fees	
Advance Fee	\$2 for every \$20 advanced

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

Checking Account Advance is an open-end line of credit provided by U.S. Bank. This document provides the general terms and conditions that apply to your U.S. Bank *Checking Account Advance*. Additional terms and disclosures may be provided to you separately, including the terms and conditions of your Associated Checking Account (defined below), which together with these terms and conditions form an agreement ("Checking Account Advance Agreement") between you and us. In the event of a conflict between the terms and conditions of this Checking Account Advance Agreement and any terms and conditions of the Associated Checking Account, the terms and conditions of this Checking Account Advance Agreement control. Please read these terms and disclosures carefully and contact us with any questions. By using the *Checking Account Advance*, you agree to the terms of this Checking Account Advance Agreement.

DEFINITIONS

In this Checking Account Advance Agreement, the words, "you" and "your" mean the borrower(s). If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the Associated Checking Account records. You confirm that such checking account information is accurate, and you promise to keep it so. "We," "us," and "our" mean U.S. Bank. The "Associated Checking Account" is the consumer checking account to which the Checking Account Advance is attached, and into which you receive direct deposits that meet the eligibility criteria specified in this Checking Account Advance Agreement. "Advance" means each transaction in which you access credit from the *Checking Account Advance*. "Credit Limit" is the amount of credit available to you when using *Checking Account Advance*.

ELIGIBILITY

You will only be eligible to take an Advance from your Checking Account Advance if you meet the following eligibility criteria:

- You must have a U.S. Bank deposit account that has been open during the past six months
- The Associated Checking Account is an active U.S. Bank consumer checking account in good standing, not including the following:
 - Electronic Transfer Account (ETA), Limited Checking and U.S. Bank Asset Management Account
 - Accounts held by minors
 - Accounts titled as non-individual, such as trust, conservatorship/ guardianship, custodial and representative payee accounts (e.g. Social Security funds deposited to the benefit of another person)
- The Associated Checking Account must have received at least one direct deposit of \$100 or more in each of two consecutive statement cycles, one of which must have been received by us in the past 35 calendar days
- The Associated Checking Account:
 - must not be subject to legal process, such as a garnishment or levy, and must not be included in a current bankruptcy proceeding
 - must not be in the charge-off process or in the Checking Account Repayment Plan

After becoming eligible, your access to credit from Checking Account Advance may be restricted. If any of the following events occur, you may lose your ability to borrow funds using Checking Account Advance.

- If you obtain an Advance in each of nine consecutive statement cycles, you will be ineligible for an advance for up to 90 days following the ninth month.
- If your Associated Checking Account is continuously overdrawn for 5 consecutive business days or more, you will not be eligible for an Advance until the Associated Checking Account balance is brought to a zero or positive balance.
- If the Associated Checking Account is overdrawn an excessive number of times, the ability to Advance may be restricted until total overdrafts are reduced.
- If your available credit or requested advance are insufficient to bring your Associated Checking Account balance to at least a zero balance.
- If you are a participant in the Checking Account Repayment Plan, and successfully complete the program, you will have a one statement cycle waiting period before becoming eligible for the Checking Account Advance.
- If your Associated Checking Account is in continuous overdraft status for more than 13 consecutive days, you will be in default of this Agreement, and we may close the Checking Account Advance account. The amount of the outstanding Checking Account Advance balance and advance fees will be added to the overdraft balance that you will be obligated to pay.
- You will not be eligible for Advances if you violate the terms of this Agreement.

CHECKING ACCOUNT ADVANCE ACCESS

Checking Account Advance will become effective when you accept an Advance and terminate if you do not take an Advance for a period of 12 consecutive months. Use of Checking Account Advance constitutes your acknowledgement of having received a copy of this Agreement and acceptance of its terms. Access to Checking Account Advance is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement. For joint account holders, either account holder may access the Checking Account Advance service. If one or the other account holder wishes to make the account unavailable for the Checking Account Advance or to reinstate the service, they may visit a banker at any local U.S. Bank branch or call 24-Hour Banking at 1-800-USBanks (1-800-872-2657).

ADVANCES

Advances may be made in increments of \$20, with a minimum advance amount of \$20. If you have a negative available balance in your Associated Checking Account, your minimum advance will be the amount, rounded up to the nearest \$20 increment, necessary to bring the available balance in your Associated Checking Account to zero. For example, if your checking account has a negative available balance of \$53.75, your minimum advance amount will be \$60 to remove the negative balance in your Associated Checking Account. You may request an Advance through online banking at usbank.com, 24-Hour Banking at 800-US Banks (800-872-2657), and at any U.S. Bank branch. Each Advance is deposited into your Associated Checking Account. If the Associated Checking Account has a negative available balance, the Advance will first be used to bring the available balance positive prior to any amount being available for withdrawal. You may request multiple Advances up to your Credit Limit. Each Advance requested under the *Checking Account Advance* is made subject to our discretion.

CREDIT LIMIT

Your Checking Account Advance Credit Limit is the lesser of \$500 or half of the total direct deposits listed on your most recent Associated Checking Account statement rounded up to the next \$20. This Credit Limit is subject to change with changes in your direct deposits and your Associated Checking Account status. We reserve the right, at any time, and upon notice when required by applicable law, to adjust this Credit Limit based on your use of the Checking Account Advance, management of funds in your Associated Checking Account and other factors, at the bank's sole discretion. We reserve the right to review your credit status at any time, including obtaining credit reports and other credit information we believe to be relevant. We may modify or cancel your Credit Limit at any time based on this information.

FEES

A \$2 fee will be assessed for each \$20 that you advance through your Checking Account Advance service. Fees, including cycle to date fees paid and year to date fees paid, are displayed in the Checking Account Advance section of your associated checking account statement.

PAYMENTS

Payment Due Date. Each Advance and the related advance fee must be repaid within 35 days of the Advance.

Method of Payment. There are three methods of payment of your outstanding balance, described below.

Automatic Payment from Your Direct Deposits. Payments will be automatically deducted from your Associated Checking Account at the time a direct deposit of \$100 or more is received in your Associated Checking Account, no sooner than one business day after an Advance is taken. We will apply only the amount of the direct deposit that results in an available balance greater than zero in the Associated Checking Account to your outstanding Checking Account Advance balance. The automatic payment from your direct deposit to the Checking Account Advance balance will be no greater than the direct deposit amount. You have authorized us to pay your Checking Account Advance balance automatically from your Associated Checking Account and you can stop the payment on any amount you think is wrong. To stop payment, your notice must reach us three business days before the automatic payment is scheduled to occur.

Manual Payments. You may make a manual payment to your outstanding Checking Account Advance balance online through U.S. Bank's retail internet banking, at any U.S. Bank branch, or by calling U.S. Bank's 24-Hour Banking at 1-800-USBanks (1-800-872-2657). Making a manual payment will not decrease the cost of the advance fees for the Advances that you have made. Manual payments may be an option if the direct deposit is not large enough to pay off an Advance prior to the 35th day an Advance is outstanding or to avoid automatic payments from your Associated Checking Account at the payment due date.

Automatic Payments of Outstanding Balances at the Due Date. If your outstanding Checking Account Advance balance is not fully repaid within 35 days, you authorize us to automatically deduct this amount, including any related advance fees, from your Associated Checking Account – even if this creates an overdraft position in your Associated Checking Account and it becomes subject to applicable fees under the terms of Your Deposit Account Agreement, such as per item and continuous overdraft fees, until paid.

APPLICATION OF PAYMENT

All Checking Account Advance payments will be applied first to any unpaid advance fees and then to the unpaid principal balance. If the funds from your payment - whether from direct deposit, manual payment, or automatic payment at the due date - are not sufficient to repay the entire Advance and related fees, then we will pay advance fees first, and then apply as much of the payment funds as available to the unpaid principal balance.

STATEMENTS

All Advances and their payment due dates, advance fees incurred, outstanding balances, payments and credits will appear on your Associated Checking Account monthly statement.

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions about Your Bill

If you have a question or think there is an error concerning your Checking Account Advance, you should write to us as soon as possible at:

U.S. Bank
P.O. Box 1800
St. Paul, MN 55101-0800

We must hear from you within 60 days after we sent you the first statement with the information in question. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including advance fees, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any advance fees related to any questioned amount. If we didn't make a mistake, you may have to pay advance fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. When the matter is resolved, we must tell anyone we report you to that it has been settled. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

DEFAULT AND REMEDIES

If your account is assigned to a branch in **Wisconsin**, you will be in default of this Checking Account Advance Agreement if you fail (1) to pay when due on 2 occasions within any 12-month period, or (2) to observe any other covenant of the Checking Account Advance Agreement, breach of which materially impairs the condition, value or protection of or our right in any collateral securing the Checking Account Advance Agreement, or materially impairs your ability to pay amounts due under the Checking Account Advance Agreement. If your account is assigned to a branch in any other state (not **Wisconsin**), you will be in default of this Checking Account Advance Agreement if you fail to meet the eligibility criteria specified in the ELIGIBILITY section of this Checking Account Advance Agreement or violate any terms of your Associated Checking Account agreement. In the event you default under this Checking Account Advance Agreement, we have the following rights and remedies in addition to any other rights and remedies we have by law. These rights are in addition to the actions we may take based on your failure to meet the eligibility requirements, including suspending your right to obtain Advances. Our rights are subject to any applicable notice and right to cure.

If you are in default (and subject to any applicable notice requirement and right to cure) we may:

- require you to pay the entire unpaid balance of principal and advance fees before the scheduled due date;
- set off the debt against any account you have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further Advances under this Checking Account Advance Agreement; and
- pursue any other method permitted by law to collect a debt.

CLOSED ACCOUNT PROCESS

If you close your Associated Checking Account and there is an outstanding balance remaining on your *Checking Account Advance* line, we will automatically deduct this amount from your Associated Checking Account balance at closing. If this creates an overdraft position in the Associated Checking Account, you still remain responsible for paying back any outstanding amount due to us.

CHANGE IN TERMS

We reserve the right to change the terms of this Checking Account Advance Agreement at any time with notice to you. Such changes may apply to any outstanding Advances as well as to future advances. By continuing to use the *Checking Account Advance* service or keeping your checking account open, you are accepting the change in terms, or you may decline the change in terms by no longer using the *Checking Account Advance* service prior to the effective date of the change or by requesting that access to the service be discontinued.

ALTERNATIVE FORMS OF CREDIT

The *Checking Account Advance* is designed to fulfill a short-term funds need and not for use as a continuous source of funds for basic financial maintenance. Please [contact us](#) to discuss alternative credit services that may be less expensive and more suited to your individual financial needs. By requesting an Advance, you acknowledge and agree that you have had an opportunity to consider other credit products or services and understand the *Checking Account Advance* to be an appropriate service based on your needs.

APPLICABLE LAW

You understand that we are a national bank located in Ohio. The law that will apply to this Checking Account Advance Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED CHECKING ACCOUNT

You grant to us a security interest in the Associated Checking Account to secure the payment of the *Checking Account Advance* obligation. This security interest is subordinate to any right of setoff we have against your Associated Checking Account.

ADDITIONAL PARTIES

You cannot add a person to your Associated Checking Account with authority to make withdrawals unless that person agrees to assume responsibility for this Checking Account Advance Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Checking Account Advance Agreement.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Checking Account Advance Agreement, we have the option to terminate the *Checking Account Advance* and make the entire outstanding balance immediately due and payable if:

- You are or become an executive officer of ours, and
- Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

"Federal law" includes regulations and interpretations of federal agencies. "Your indebtedness" includes any debts attributed to you by Federal law.

COSTS OF COLLECTION

If your account is assigned to a branch in **Wisconsin**, you agree to pay our statutory costs and attorneys' fees as specifically authorized by Wis. Stat. §422.413, and any other charges we incur as specifically authorized by Wis. Stat. Chaps. 421 to 427. This previous provision also shall apply if you file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against you by another. If your account is assigned to a branch in any other state (not **Wisconsin**), you agree to pay the costs we incur to collect this debt in the event of your default. In the event we have to collect this note through your bankruptcy, voluntary or otherwise, and without regard to your state of residence, these costs will include our reasonable attorney's fees and other related collection costs to the extent allowed by applicable law, for an attorney who is not our salaried employee, in the bankruptcy proceedings.

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 made to consumer accounts, we will advance the first \$250 of the filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for 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 question 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.

To borrowers whose accounts are assigned to a branch in Missouri specifically, and to all borrowers generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

The Guide to Checking Account Advance

U.S. Bank is committed to providing you with timely information about our products and services that is direct, plain and simple to allow you to make informed financial decisions. As part of our commitment, we have created a **Guide to Checking Account Advance** to help you understand Checking Account Advance and determine if it is the right credit option for you. You may view the Guide online at usbank.com/caa. In addition, we provide examples, illustrations and frequently asked questions related to Checking Account Advance on-line at usbank.com/caa.

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

U.S. Bank®Business Service Center:

Monday - Saturday	7:00 a.m. to 9:00 p.m. CST
Minneapolis/St. Paul Metro Area	(651) 244-7770
All Other Areas within the U.S.	800-673-3555
TDD	800-685-5065
Outside the United States.....	503-401-9992

U.S. Bank Fraud Liaison Center

877-595-6256
TDD: 800-685-5065