

Consumer Account Agreement

**Important legal
information, disclosures,
and terms you need
to know**

Effective July 15, 2015

Together we'll go far



Table of contents

Introduction	1
Words with specific meaning	1
Resolving disputes through arbitration	3
Important legal information	5
Statements and other information relating to your deposit account	6
Rights and responsibilities	10
Checking and savings accounts	
Deposits to your account	13
Funds availability policy	15
Available balance, posting order, and overdrafts	19
Set-off and security interest	22
Additional rules for checks and withdrawals	23
Issuing stop payment orders and post-dated checks	24
Your account ownership	26
Interest earning accounts	29
Time Accounts (CDs)	31
Electronic banking services	
Electronic fund transfer services	32
General rules for electronic fund transfer services	32
Debit cards and ATM cards	35
Electronic fund transfer disclosures	42
Phone Bank Services	45
Funds transfer services	46
Your consent for calls and text messages	48

Introduction

Dispute resolution

Important legal information

Statement and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Introduction

Welcome to Wells Fargo

You have many choices when selecting a financial institution, and we are glad you chose Wells Fargo Bank, N.A. We value our relationship with you and hope we answered all your questions when you opened your account. Please review this booklet for further details regarding your account and related services.

What words do we use to refer to the customer, this booklet, and Wells Fargo?

- The customer is the “account owner,” “you,” “your,” or “yours.”
- Wells Fargo Bank, N.A. is “Wells Fargo,” “we,” “us,” or “our.”
- This booklet and the disclosures listed below constitute the “Agreement”:
 - The Consumer Account Fee and Information Schedule (“Schedule”), which explains our fees and provides additional information about our accounts and services,
 - Our Privacy Policy,
 - Our rate sheet for interest-earning accounts, and
 - Any additional disclosures we provide to you about your account and related services.

Words with specific meaning

Certain words have specific meanings and are italicized throughout this booklet. These words and their meanings are in this section.

Authorized signer

A person you have authorized to use your account even if they have not signed your signature card or other documents.

Available balance

Your account’s *available balance* is our most current record of the amount of money available for your use or withdrawal. For more information, please see the section entitled “How do we determine your account’s *available balance*?” in the Agreement.

Business day

Every day is a *business day* except Saturday, Sunday, and federal holidays.

Card

This term includes every type of debit card, check card, and ATM card we may issue. This term does not include any prepaid cards.

Item

An *item* is an order, instruction, or authorization to withdraw or pay funds or money from an account. Examples include a check, draft, and an electronic transaction (including Automated Clearing House (ACH), an ATM withdrawal, and a purchase using a *card* to access an account). An *item* also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an account, unless otherwise prohibited by law or regulation.

Overdraft

An *overdraft* is a negative balance in your account that is created when you do not have enough money in your account to cover the amount of an *item*, and we pay the *item* instead of declining it or returning it unpaid.

Introduction

What information does the Agreement contain?

The Agreement

- Explains the terms of your banking relationship with Wells Fargo,
- Is the entire Agreement between Wells Fargo and you for your account and any services,
- Replaces all prior agreements including any oral or written representations, and
- Includes legal information about your banking relationship with Wells Fargo.

You are responsible for ensuring that any *authorized signer* on your account(s) is familiar with the Agreement.

We suggest you retain a copy of the Agreement — and any further information we provide you regarding changes to the Agreement — for as long as you maintain your Wells Fargo accounts.

Are we allowed to change the Agreement?

Yes, we can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a “modification.”

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message within your account statement or any other appropriate means.

Waiver of a term of the Agreement: We may agree in writing to waive a term of the Agreement, including a fee. This is called a “waiver.” We may revoke any waiver upon notice to you.

How do you consent to a modification to the Agreement?

You consent to a modification to the Agreement if you continue to use your account after a modification becomes effective or a waiver is revoked.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

Who will we communicate with about your account?

We may provide you or an *authorized signer* with information about your account. When we receive information from an *authorized signer*, we treat it as a communication from you. You agree to notify us promptly in writing if an *authorized signer* no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

If you have a concern, we hope to resolve it as quickly and easily as possible. First, discuss your concern with a banker. If your banker is unable to resolve your concern, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

Definition: Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Wells Fargo and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.

Wells Fargo and you each agrees to waive the right to a jury trial or a trial in front of a judge in a public court. This Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuses to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party’s costs and expenses for compelling arbitration.

Can either Wells Fargo or you participate in class or representative actions?

No, neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general.

If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

What rules apply to arbitration?

Wells Fargo and you each agrees that

- The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (AAA Rules).
- If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.
- Wells Fargo and you are participating in commercial transactions involving the movement of money or goods among states.
- The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Wells Fargo and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Wells Fargo govern this Arbitration Agreement.

Either Wells Fargo or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.

Resolving disputes through arbitration

Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute's subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Wells Fargo or you any award or relief provided for by law.

No person participating in an arbitration can disclose the arbitration's existence, content, subject, or results, except as required in a party's ordinary course of business or by law.

Who pays the arbitration fees and expenses?

Arbitration fees and expenses are explained here:

- **Setting the fees/expenses:** The arbitration administrator determines the rules and procedures for deciding who pays the arbitration fees, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.
- **Applying state law:** The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.
- **Paying for attorney/expert/witness fees:** Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

What other rights do Wells Fargo or you have when resolving disputes?

Wells Fargo or you each can exercise any lawful rights or use other available remedies to

- Preserve or obtain possession of property,
- Exercise self-help remedies, including setoff rights, or
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

Where will an arbitration be held?

An arbitration will be held in the state whose laws govern your account.

Important legal information

What laws govern your account?

The laws governing your account include

- Laws, rules, and regulations of the United States, and
- Laws of the state where you opened your account (without regard to conflict of laws principles).

If a different state law applies, we will notify you. Your account statement identifies the state whose laws govern your account.

Any funds transfer (including a wire transfer) that is a “remittance transfer” as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York’s version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What is the controlling language of the Agreement?

English is the controlling language of our relationship with you. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

What agreement applies when there is a separate agreement for a service?

If a service we offer has a separate agreement, and there is a conflict between the terms of the Agreement and the separate agreement, the separate agreement will apply.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other information relating to your deposit account

How do we share account statements and other notices with you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We'll do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

- **If we provide a combined account statement for your accounts,** we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account.
- **If you do not want us to automatically combine your accounts,** you can opt-out by visiting a banking location or calling the number on your account statement.

Account statements and notices for accounts owned by more than one person:

When an account has more than one owner, we will send or otherwise make available account statements and notices to only one owner. The owner receiving this information is responsible for sharing copies of the information with other owners. We may as a courtesy provide additional copies electronically. When the account owner requests that we send notices to an *authorized signer*, the *authorized signer* is responsible for providing copies to all account owners.

When is your account statement available?

Mailed account statements: When we mail your account statement, we consider it received by you on the second *business day* after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Online® Banking 24 – 48 hours after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be received by you on the notification date, even if the email notification is undelivered.

What obligations do you have to review account statements and notices and notify us of errors?

You are obligated to:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30 day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within 6 months after we have made your account statement available to you if you identify any unauthorized, missing or altered endorsements on your *items*.

Electronic fund transfers are subject to different time periods, as described in the “Electronic fund transfer services” part of the Agreement. Common examples of electronic fund transfers are ATM, debit card, and Online Bill Pay transactions.

Statements and other information relating to your deposit account

When is a transaction unauthorized?

A transaction is an “unauthorized transaction” when it is

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee’s name is changed).

You can notify us of errors on your account statements and claims by promptly

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

What happens if you fail to notify us of an unauthorized transaction within the time frames specified above?

If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete the claim form we provide,
- Notify law enforcement,
- Complete and return any documents we request, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized. For specific information on unauthorized electronic fund transfers, see the “Liability for transactions covered by Regulation E” section in the “Electronic fund transfer services” part of the Agreement.

What happens if your account statements or notices are returned or are undeliverable?

Your account statements or notices will be considered unclaimed or undeliverable if

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for viewing at Wells Fargo Online® Banking, and we receive email notifications that our message is undeliverable.

In either event, we may

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We will not make account statements and notices available to you until you provide us with a valid postal or electronic address.

Statements and other information relating to your deposit account

How can you or Wells Fargo change your address for your account statements and other notices?

Address change requests you make: You can change your postal or email address by notifying us in writing or calling us at the number on your account statement at any time. If you have a combined account statement, any owner of the first account (primary account) can change the address of all accounts included in the combined account statement. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

Address changes we make: When necessary, we may update your listed address without a request from you if we receive

- An address change notice from the U.S. Postal Service or
- Information from another party in the business of providing correct address details that does not match your account's listed address.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

How will we contact you about your account?

You agree in order for us to service your account or collect any amount you owe, we may contact you by phone, text, email, or traditional mail. When we text or email you, we are permitted to use any telephone number or email address provided to us. You are responsible for any charges from your wireless carrier for text messages we send. You consent to our leaving prerecorded/artificial voice messages and to using an automated technology dialing system to call or text your mobile/cellular telephone number.

Are original paid checks returned with account statements?

We do not return original paid checks with your account statements. Copies of your paid checks are available through Wells Fargo Online Banking, banking locations, by calling Wells Fargo Phone BankSM, or by enrolling in the check images with statements service. Fees may apply for this service.

When does my account become dormant?

Your account is dormant if, for one year for a checking account or 34 months for a savings account or Time Account (CD), there is no customer-initiated activity (except where the laws governing your account require otherwise). We may hold all account statements for your dormant account, but normal maintenance and other fees continue to apply except where prohibited. *Card* privileges (including access and making purchases) may also be blocked or terminated.

What happens to a dormant account?

If your account remains dormant or unclaimed for a period determined by the laws governing your account, we must deliver your account funds to the state. This action is known as "escheat." After delivering your funds to the state, we will close your account, and it will stop accruing any interest. To recover these funds, you must file a claim with the state.

If we are required to mail an escheat notice to you, we may charge you a fee.

Statements and other information relating to your deposit account

What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts.

All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. *Items* received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

Rights and responsibilities

What responsibilities and liabilities do Wells Fargo and you have to each other?

We are responsible for exercising “ordinary care” and complying with the Agreement. When we take an *item* for processing by automated means, “ordinary care” does not require us to examine the *item*. In all other cases, “ordinary care” requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney’s fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has insufficient available funds to pay your *items* due to actions we have taken in accordance with the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in breach of the Agreement.

If we waive a right with respect to your account on one or more occasions, it does not mean we waive the same right on any other occasion.

What are we allowed to do if there is an adverse claim against your account?

An “adverse claim” occurs when

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your account’s owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the signature card(s) for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the *available balance* in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney’s fees and expenses).

Are we allowed to restrict access to your account?

Yes, if we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Rights and responsibilities

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

When do we verify your transactions?

All transactions, including those for which we give you a receipt at our teller line, are subject to our verification. Deposit verification does not occur at the teller window, ATM, or via mobile banking. Consequently, the receipt or notice you receive when making your deposit does not prove that we verified your deposit. We may reverse or adjust any incorrect credit made to your account without notifying you in advance.

Are we allowed to convert your account without your request?

Yes, we can convert your account to another type of deposit account (by giving you any required notice) if

- You use it inappropriately or fail to meet or maintain the account's requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.

Are we allowed to close your account?

Yes, we can close your account at any time. If the account is closed, we may send the collected balance on deposit in your account by traditional mail or credit it to another account you maintain with us. We may, but are not required, to allow you to leave on deposit sufficient funds to cover outstanding *items* to be paid from your account.

- If we do allow funds to remain on deposit, the terms and conditions of the Agreement will continue to apply until we make a final disbursement from your account.
- If we do not allow you to keep funds on deposit, we will not be liable for any loss or damage that may result from dishonoring any of your *items* that are presented or otherwise received after your account is closed.
- If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed.
- If your account balance does not reach zero within 3 months from the date of your request, we can close your account and send you the balance as described above or return your account to active status.

When are you allowed to close your account?

You can close your account at any time if the account is in good standing (e.g., does not have a negative balance or any restrictions on the account).

Rights and responsibilities

Are we allowed to terminate or suspend a service related to your account?

Yes, we can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

Are we allowed to obtain credit reports or other reports about you?

Yes, we can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Policy separately given to you.

Are we allowed to monitor and record communications?

Yes, we can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Deposits to your account

Are there any restrictions on our accepting deposits to your account?

We may accept a deposit to your account at any time and from any person. When we cannot verify an endorsement, we can refuse to pay, cash, accept for deposit, or collect the *item*. Also, we may require all endorsers be present. We may require you to deposit an *item* instead of permitting you to cash it.

What happens if we send an *item* for collection?

We may, upon notice to you, send an *item* for collection instead of treating it as a deposit. This means that we send the *item* to the issuer's bank for payment. Your account will not be credited for the *item* until we receive payment for it.

What are the requirements for a correct endorsement?

An "endorsement" is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2-inch area that starts on the top of the back of the check (see sample below). Do not sign or write anywhere else on the back of the check.



ENDORSE HERE:

x John Sample

For deposit only

9876543201

DO NOT SIGN / WRITE/ STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

The image shows a sample check endorsement area. It is a rectangular box with a scalloped bottom edge. Inside the box, the text "ENDORSE HERE:" is at the top. Below it, there are three horizontal lines. The first line has an "x" followed by the handwritten signature "John Sample". The second line has the handwritten text "For deposit only". The third line has the handwritten number "9876543201". Below these lines, there is a line of text that reads "DO NOT SIGN / WRITE/ STAMP BELOW THIS LINE" and "FOR FINANCIAL INSTITUTION USAGE ONLY" below that.

Are we bound by restrictions or notations on checks?

No, we are not bound by restrictions or notations, such as "Void after six months," "Void over \$50," and "Payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What happens if you breach a warranty associated with an *item*?

If you breach any warranty you make to us under the laws governing your account with respect to any *item*, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

Deposits to your account

How do we handle non-U.S. items?

A “non-U.S. *item*” is an *item* 1) payable in a currency other than U.S. Dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. *item* for deposit to your account or for collection. We may accept non-U.S. *items* on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the *item* on a collection basis even if we have taken physical possession of the *item*.

If we accept a non-U.S. *item*, the U.S. Dollar amount you receive for it will be determined by our exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection *item*. If the non-U.S. deposited *item* is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return.

Our funds availability policy does not apply to a non-U.S. *item*.

What is our responsibility for collecting a deposited item?

We will not be responsible for the lack of care of any bank involved in the collection or return of a deposited *item*, or for an *item* lost in collection or return.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed *item* from your account (or any other account you maintain with us). We can do this when we are notified that the *item* will be returned. We do not need to receive the actual *item* (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct so that your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the *item*.

We may place a hold on or charge your account for any check or other *item* deposited into your account if a claim is made or we otherwise have reason to believe the check or other *item* was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the *item* from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited *item*.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to immediately repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting us in reconstructing a lost or destroyed deposited item?

If a deposited *item* is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the *item*.

Funds availability policy

Your ability to withdraw funds

Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each an "account") available to you on the first *business day* after the day we receive your deposit. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first \$200 of a day's check deposit made through a Wells Fargo ATM will be available on the day we receive the deposit. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first *business day* after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

Determining the day of receipt

For determining the availability of your deposits, every day is a *business day*, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a *business day* that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the deposit was made on the next *business day* we are open.

Our established cutoff time is when a store closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Longer delays may apply

In some cases, we will not make all the funds that you deposit by check available to you on the first *business day* after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second or third* *business day* after the day of your deposit. The first \$200 of your deposit, however, may be available on the first *business day*.

Except as otherwise explained in this paragraph, if we are not going to make all 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 a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first *business day* after we receive your deposit.

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

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 6 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. The funds will generally be available no later than the seventh or eighth* *business day* after the day of your deposit.

* We may delay availability of funds by one additional *business day* for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Funds availability policy

Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first \$200 of a day's check deposit made through a Wells Fargo ATM will be available on the day we receive the deposit. Funds from your other check deposits will be available on the *business day* after the day we receive the deposits.

If we delay the availability of your deposit the following special rules may apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit.
- The excess over \$5,000 and funds from all other check deposits will be available on the seventh or eighth* *business day* after the day of your deposit. The first \$200 of a day's total deposit of funds from all other check deposits, however, may be available on the first or second* *business day* after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Holds on other funds (check cashing)

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 cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this Policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third *business day* after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as "Wells Fargo".

* We may delay availability of funds by one additional *business day* for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Funds availability policy

Special rules for Opportunity Checking® and Opportunity SavingsSM accounts

Your ability to withdraw funds

Our policy is to delay the availability of funds from your check deposits. During the delay, if any, you may not withdraw the funds in cash and we will not use the funds to pay checks and other items presented for payment and fees and expenses that you have incurred. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the first *business day* after the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

Determining the availability of a deposit

The length of the delay is counted in *business days* from the day of your deposit. Every day is a *business day* except Saturdays, Sundays, and federal holidays. Our established cutoff time is when a store closes for business and may vary by location. If you make a deposit before our established cutoff time on a *business day* that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our 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. The length of the delay varies depending on the type of deposit and is explained below.

Same-day availability

Funds from incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and Wells Fargo ATM will be available on the day we receive the deposit.

Next-day availability

Funds from the following deposits are available on the first *business day* after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Checks drawn on us

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first *business day* after the day of your deposit:

- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second *business day* after the day we receive your deposit.

Other check deposits

All other check deposits are considered local checks. The first \$200 will be available on the first *business day* after the day of the deposit. The remaining balance will be available on the second or third* *business day* after the day of your deposit.

* We may delay availability of funds by one additional *business day* for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Funds availability policy

Longer delays may apply

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 6 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 or eighth* *business day* after the day of your deposit.

Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window will be available on the day we receive the deposit.

If we delay the availability of your deposit, the following rules may apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit.
- The excess over \$5,000 and funds from all other check deposits will be available on the seventh or eighth* *business day* after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Holds on other funds (check cashing)

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 cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this Policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third *business day* after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified on our machines as "Wells Fargo".

*We may delay availability of funds by one additional *business day* for certain checks deposited at a Wells Fargo location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

Your account's *available balance* is our most current record of the amount of money available for your use or withdrawal. We use the *available balance* to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the *available balance* to pay your transactions in our nightly processing. We calculate your *available balance* as follows:

- We start with the ending daily balance from our prior *business day* nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add "pending" deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract "pending" withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

Important note: The *available balance* does **not** reflect every transaction you have initiated or previously authorized. For example, your *available balance* **may not include** the following:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have **not** received for payment or received too close to our nightly processing to include in your *available balance*.)
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account generally within 3 *business days* or up to 30 *business days* for certain transactions. We must release the transaction authorization hold even though the transaction may be sent for payment from your account at a later date.

How do we process (post) transactions to your account?

We process transactions each *business day* (Monday through Friday except federal holidays) during a late night process. Once we process your transaction, the results are "posted" to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

First, we determine the *available balance* in your account (as described above) that can be used to pay your transactions.

NOTE: Certain "pending" transactions can impact your *available balance*:

- Cash deposits or transfers from another Wells Fargo account that are made AFTER the displayed cut-off time (where the deposit was made) will be added to your *available balance* if they are made **before** we start our nightly process.
- Your *available balance* will be reduced by "pending" withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. We may receive these pending withdrawals at a later date for payment. In some circumstances, these transactions may be paid into *overdraft* if other posted transactions or fees have reduced your balance.

Available balance, posting order, and overdrafts

Then, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before the displayed cut-off time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Wells Fargo Online Bill Pay, and teller cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. For some transactions, such as Wells Fargo Online Bill Pay or teller cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there are more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

Finally, if the *available balance* in your account is not enough to pay all of your transactions, we will take the following steps:

- **First use Overdraft Protection (if applicable):** We will transfer available funds from a savings and/or credit account you have linked to your checking account for Overdraft Protection.
- **Then, decide whether to pay your transaction into *overdraft* or return it unpaid:** At our discretion, we may pay a check or automatic payment into *overdraft*, rather than returning it unpaid. If we pay the transaction into *overdraft*, it may help you avoid additional fees that may be assessed by the merchant.

Debit card transactions presented to us will be paid into *overdraft* and will not be returned unpaid, even if you do not have sufficient funds in your account.

IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each *item* paid into *overdraft* or returned unpaid subject to the following:

- A single Overdraft Protection Transfer fee will be assessed when we need to transfer funds from your linked account(s) into your checking account, but only if the transfer helped you avoid at least one *overdraft* or returned *item*.
- No *overdraft* fee will be assessed on ATM and "everyday" (one-time) debit card transactions, unless you have enrolled in the Debit Card Overdraft Service (see information below). An *overdraft* fee can be assessed on any other *item* we pay into *overdraft*.
- If the ending account balance and *available balance* are overdrawn by \$5 or less — after we have processed all of your transactions — we will not assess an *overdraft* fee on the *item*(s). This fee waiver is associated with your total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance.
- We limit the number of *overdraft* and/or returned *item* fees to no more than 4 for consumer accounts or 8 for business accounts per *business day*.
- Any fees assessed are deducted from your account the morning following our nightly process.

Available balance, posting order, and overdrafts

What is Overdraft Protection?

When you enroll in Overdraft Protection, we transfer available funds in your linked account(s) to your checking account when needed to cover your transaction(s). You can link up to two accounts (one savings, one credit) but we will charge you only one fee, even if we need to move money from more than one account. Also, we will not charge a fee unless the transfer helped you avoid at least one *overdraft* or returned *item*. If you link two accounts, you may tell us which account to use first to transfer funds. If you do not specify an order we will first transfer funds from the linked savings account.

- **Transfers from linked savings account.** We will transfer the amount needed (including funds to cover the transactions and the transfer fee) from the available money in your linked savings account or a minimum of \$25. The Overdraft Protection Transfer Fee (if any) will be charged to your checking account.
- **Transfers from linked credit card or line of credit.** We will transfer the exact amount needed from the available credit in a linked credit card or a minimum of \$25. The Overdraft Protection Transfer Fee (if any) will be charged to your credit card account. Transfers from a linked Wells Fargo line of credit are made in increments of \$100 or \$300 (specific details will be provided when you link accounts) and the Overdraft Protection Transfer Fee will be charged to the checking account.

What is Debit Card Overdraft Service?

This is an optional service you can add to your eligible checking account. The service allows Wells Fargo to approve (at our discretion) your ATM and everyday (one-time) debit card transaction if you do not have enough money to cover your transaction in your checking account or in accounts linked for Overdraft Protection. If you add this service, we may approve these transactions into *overdraft* and allow you to continue with your ATM withdrawal or everyday debit card transaction. However, if you do not make a covering deposit or transfer before the posted cut-off time (where the deposit or transfer is made), *overdraft* fees will be assessed.

If this service is not added and you do not have enough money in your checking account (or in accounts linked for Overdraft Protection), your ATM or everyday debit card transaction will be declined. In addition, no *overdraft* fees will be assessed on ATM or everyday debit card transactions that are paid from your account, even if you no longer have sufficient funds to cover previously approved transactions.

What is your responsibility if your account has an *overdraft*?

If you have an *overdraft* on your account (including transactions we have paid on your behalf into *overdraft*, plus any fees), you must make a deposit or transfer promptly to return your account to a positive balance.

If you fail to bring your checking account to a positive balance, we will close your account. Also we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur.

Set-off and security interest

Are we allowed to use the funds in your accounts to cover debts you owe us?

Yes, we have the right to apply funds in your accounts to any debt you owe us. This is known as “setoff.” When we setoff a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A “debt” includes any amount you owe individually or together with someone else both now or in the future. It includes any *overdrafts* and our fees. We may setoff for any debt you owe us that is due or past due as allowed by the laws governing your account. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner.

Our right to setoff extends to any federal or state benefit payments (including Social Security benefits) deposited to your account. If we are obligated to return any federal or state benefits deposited to your accounts after you are no longer eligible to receive them, we have the right to setoff against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff will not apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you maintain with us. If your account is an unmatured time account (or CD), we may deduct any early withdrawal fee or penalty that may be due as a result of our having exercised our right of setoff.

Do you grant us a security interest in your accounts with us?

Yes, to ensure you pay us all amounts you owe us under the Agreement (e.g., *overdrafts* and fees), you grant us a lien on and security interest in each account you maintain with us. By opening and maintaining each account with us, you consent to our asserting our security interest should the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

Can you grant any one else a security interest in your accounts with us?

No, you may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.

Introduction

Dispute resolution

Important legal information

Statement and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Additional rules for checks and withdrawals

What identification do we request to cash checks presented over-the-counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal.

Are we responsible for reviewing checks for multiple signatures?

No, we are not responsible for reviewing the number of signatures required on your account. If you have indicated that more than one signature is required, we will not be liable if a check does not meet this requirement.

Are we required to honor dates and special instructions written on checks?

No, we may, without inquiry or liability, pay a check even if it

- Has special written instructions indicating we should refuse payment (e.g., "Void after 30 days" or "Void over \$100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes, if you use a facsimile or mechanical signature (including a stamp), any check appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

Issuing stop payment orders and post-dated checks

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payee(s) name(s), and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

What is the effective period for a stop payment order?

A stop payment order on a check is valid for 6 months. We may pay a check once a stop payment order expires. You must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes, even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check.

How can you prevent a post-dated check from being paid before its date?

A “post-dated” check is a check you issue with a date in the future. We are not responsible for waiting to honor the check until that date, unless you instruct us to do so through the use of a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.

Issuing stop payment orders and post-dated checks

How do you stop payment for preauthorized electronic fund transfers?

If you have told us in advance to make a regular payment from your account, you can stop the payment by:

Calling Wells Fargo Phone Bank at 1-800-869-3557, or writing to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 *business days* or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for every stop payment order you request.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

Liability for failure to stop payment: If you order us to stop one of these payments 3 *business days* or more before your scheduled transfer, and we do not do so, we will be liable for your losses or damages.

Purchase transactions: A stop payment may not be requested on a purchase transaction.

Your account ownership

How do we treat accounts owned by more than one person?

You can choose to open an account with one or more other individuals. In these instances, we will treat all account holders as joint tenants with right of survivorship unless

- State Laws governing your account require other treatment, or
- We otherwise agree with you in writing that the account is owned in some other capacity.

Regardless of the form of ownership, we will not maintain a separate record of each co-owner's interest in the account. We may act on instructions from any co-owner (or a co-owner's representative) without another account co-owner's consent. These actions include instructions to withdraw or transfer funds, make payments, or close the account.

Are we allowed to pay money requested by a co-owner?

Yes, we may pay any money in the account requested by any co-owner (or a co-owner's legal representative), regardless of

- Their contributions,
- Whether any other co-owner is incapacitated or deceased, or
- Whether the account includes a right of survivorship.

Do we allow a co-owner to open additional accounts?

Yes, we may act on an instruction from any account co-owner to open additional accounts with the same ownership.

What are the forms of account ownership?

Joint tenants with right of survivorship: When you hold an account as joint tenants with right of survivorship and one of you dies, the account is payable to the surviving co-owner, subject to our rights under the Agreement.

Tenants-in-common: When you hold an account as tenants-in-common, it is payable upon the death of an accountholder, in whole or in part, to any surviving co-owner on the account or the deceased owner's personal representative, heirs, or successors. This is subject to our rights under the Agreement.

Community property: An account is held as community property when spouses have equal and undivided interests in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest by will. Community property does not exist in every state. Ask your legal adviser to understand if this applies to your account.

What is a Pay On Death (POD) account?

A POD account is payable on your death (or the death of the last surviving co-owner) to one or more payees named in the title of the account. When the title of an account includes language like "in trust for (ITF)," "transfer on death (TOD)," or similar language, the account is treated as a pay on death account.

You may change, add, or remove the name of any payee or beneficiary anytime by providing us with proper written notice. Generally, the payee or beneficiary must survive all owners in order to receive their share of funds from a POD account.

Your account ownership

How are Uniform Transfers/Gifts to Minors Act accounts handled?

An account established under a state's Uniform Transfers/Gifts to Minors Act is controlled by the custodian (or a successor custodian). Only the named custodian (or successor custodian) is authorized to instruct us regarding the account. We may, however, disclose information about the account to the minor or the minor's representative. When the minor reaches the applicable age of majority, we may pay the funds on deposit in the account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian.

How are minor by accounts handled?

One or more adults may open an account in the name of a minor "by the adult(s)" as allowed by the laws governing your account. An "adult" is a person who has reached the age of majority. Beneficial ownership of the funds deposited in the account vests exclusively in the minor. The adult has exclusive control of the account until the minor reaches the applicable age of majority.

If there is more than one adult, each may act independently. We are not obligated to inquire about the use of the funds. When the minor reaches the age of majority, we may act on the instructions of either the minor or the adult. If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, we may transfer the funds to the custodian according to the applicable Uniform Transfers/Gifts to Minors Act.

Can you transfer ownership of your account?

No assignment will be valid or binding on us, and we will not be considered to have "knowledge" of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

The Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.

What if an owner does not sign a signature card?

The failure of a person identified in our records as an owner or a co-owner of an account to sign a signature card (or other account related documentation) does not prevent us, in our sole discretion, from treating the person as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes, all joint owners are each individually and jointly responsible for any *overdraft* on your account, regardless of who caused or benefited from the *overdraft*. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the person against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

Your account ownership

What if an account owner or *authorized signer* is declared incompetent or dies?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may

- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,
- Pay (without inquiring) any *item* authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for the taxes.

Introduction

Dispute resolution

Important legal information

Statement and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide a rate sheet listing the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts (CDs). We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances (tiered-rate account). We may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the rate sheet.

How do we calculate earned interest?

We calculate interest using the daily collected balance method. This method applies a daily periodic rate to the collected balance in your account each day. Interest is calculated using a 365-day year.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same *business day* a deposit is credited to your account. If you deposit an *item* such as a check, interest begins accruing on the *business day* we receive credit for the *item*.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require notice of withdrawal from your savings account?

Yes, we have the right to require 7 days written notice before you withdraw money from your savings account.

Interest earning accounts

Regulation D savings account transaction limit and other limited activity

Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of 6 per monthly fee period.

Limited by Regulation D:

- Transfers by phone using our automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including Bill Pay and Wells Fargo SurePaySM)
- Overdraft Protection transfers to a checking account
- Pre-authorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written)
- Debit or ATM card purchases that post to the savings account
- Transfers or payments made in person using the Wells Fargo SurePay service at a Wells Fargo ATM
 - To your account at another financial institution
 - To a third party's account at Wells Fargo
 - To a third party's account at another financial institution

Limited by Wells Fargo:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Outgoing wires whether made in person, on the telephone, or online
- Transfers or payments made in person using the Wells Fargo SurePay service to your Wells Fargo account at a Wells Fargo ATM

Not limited:

Except as limited above, there is no limit on the following in person transactions at a Wells Fargo ATM or banking location

- Transfers between your Wells Fargo accounts
- Withdrawals
- Any types of deposits

An excess activity fee (see the "Consumer Account Fee and Information Schedule") is assessed for transactions exceeding the limit stated above. If the limit is exceeded on more than an occasional basis, Wells Fargo may be required to convert the savings account to a checking account, which would discontinue any Overdraft Protection it might be providing to another account, or close the account.

If the withdrawal and transfer limit is reached, we may decline withdrawals and transfers for the remainder of the monthly fee period to help you avoid a fee and account conversion or closure.

What is a fee period?

The fee period is used to count the number of posted transactions before charging fees for some transactions during that period. The dates of your fee period are located in the section on your statement called "Monthly service fee summary" for each account. For the PMA Package, the fee period begins on the first *business day*, and ends on the last *business day*, of the calendar month.

Time Accounts (CDs)

What are Time Accounts?

Time Accounts (CDs) are payable at the expiration of a specified term, no less than 7 calendar days after the date of deposit. We may also refer to a Time Account as a “CD” or a “Certificate of Deposit,” even though a certificate does not represent a Time Account. The CD’s maturity date is the last day of the term for the CD. The maturity date is printed on your receipt.

When can you withdraw funds from your CD?

You may withdraw funds from your CD on the maturity date without a fee or penalty. You may also generally withdraw funds without a fee or penalty within the 7 calendar days after the maturity date (grace period). You may be charged a fee or penalty if you make a withdrawal at any other time. See the “Time Accounts (CDs)” section of the Consumer Account Fee and Information Schedule for details.

Can you deposit additional funds into your CD?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your CD matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your CD renew?

If your CD is automatically renewable, at maturity it will renew

- Typically for a like term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new CD of the same term and amount, unless we have notified you otherwise.

If your CD is not automatically renewable and you do not withdraw the funds on the maturity date, the CD will stop earning interest.

Electronic fund transfer services

General rules for electronic fund transfer services

We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your consumer account. Some of these services are governed by separate agreements we give to you at the time your *card* is mailed or you sign up for the service (e.g., ATM and debit cards, Wells Fargo Online and Mobile Banking).

When you read this section, you will see references to Regulation E. This regulation applies to transactions you can perform using your *card* to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using bill pay and the direct deposit of your paycheck into your account. Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your *card*, your *card* number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described in more detail in the “Electronic fund transfer disclosures” section below.

In addition to the rights you have under Regulation E, Zero Liability protection provides you with added protection from liability for unauthorized *card* transactions. With Zero Liability protection, if your *card* or *card* number is lost or stolen and used without your authorization, you are not responsible for unauthorized transactions you promptly report to us. Your responsibilities and protections under Zero Liability protection are described in more detail in the section on “Zero Liability protection (*card* transactions only)”, which is detailed in the “Debit cards and ATM cards” section below.

The following chart summarizes the types of transactions to which Regulation E applies and tells you if Zero Liability protection covers the transaction.

Introduction

Dispute resolution

Important legal information

Statement and error notifications

Rights and responsibilities

Checking and savings accounts

Electronic banking services

Electronic fund transfer services

Debit and ATM card transactions			
Electronic fund transfer	Description	Transaction covered by Reg E ¹	Zero Liability protection ²
Wells Fargo ATMs	Make deposits to your account, transfer funds between your linked accounts, make payments to a linked credit account, obtain a statement of the last 10 transactions (fees may apply), purchase U.S. postage stamps (fees may apply)	√	√
Non-Wells Fargo ATMs	Withdraw cash (fees may apply) For accounts opened in Iowa and Nebraska: Make deposits at certain non-Wells Fargo ATMs	√	√
Purchases at participating merchants	Purchase goods and services from merchants accepting payments through a network (e.g., Visa and MasterCard) in which we participate (fees may apply)	√	√
Over-the counter (teller assisted) cash disbursements at a Wells Fargo location	Withdraw cash through a teller	√	√
Over-the counter (teller assisted) cash disbursements at a non-Wells Fargo location	Withdraw cash through a non-Wells Fargo teller (fees may apply)	√	√
Bill payments	Authorize one-time or recurring electronic payments from your account using information from your <i>card</i>	√	√

¹ For details, see the “Electronic fund transfer disclosures” section below.

² Unauthorized *card* use must be reported within 60 days of when the first account statement showing the unauthorized transaction was delivered. For details, see section on “Zero Liability protection (*card* transactions only),” below.

Electronic fund transfer services

Electronic transfers, payments, credits, and electronic check conversions (not card transactions)			
Electronic fund transfer services (EFT)	Description	Transaction covered by Reg E ¹	Zero Liability protection ²
Transfers	Send or receive transfers between your accounts or to other recipients at Wells Fargo or other financial institutions	√	
Payments	One-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account	√	
Credits	Automatic electronic deposits to your account, such as payroll or benefits payments	√	
Electronic check conversions	Electronic fund transfer using information from a check (e.g., the Bank's routing number and your account number)	√	

Phone Bank transactions			
Electronic fund transfer services (EFT)	Description	Transaction covered by Reg E	Zero Liability protection
Phone Bank Transactions (not under a written agreement)	You can request the Phone Bank to make transactions to and from your account		
Phone Bank Transactions (under a written agreement)	The Phone Bank, under an agreement, can make transactions to and from your account	√	

¹ For details, see the "Electronic fund transfer disclosures" section below.

² Unauthorized *card* use must be reported within 60 days of when the first account statement showing the unauthorized transaction was delivered. For details, see section on "Zero Liability protection (*card* transactions only)," below.

Debit cards and ATM cards

This part describes ways to use services linked to an account using a debit or ATM card. Some services may not be available at all locations. We may require you to sign additional documentation to obtain a debit or ATM card. You will receive terms and conditions applicable to your *card* when you receive the *card*. In the event of a conflict between the terms and conditions and the Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Consumer Account Fee and Information Schedule.

Issuance of a *card* and Personal Identification Number (PIN)

We may issue a *card* to each account owner to access an account linked to your *card* (a “linked account”). *Cards* may be used at an ATM and, where offered, at a network merchant. If you do not select a PIN when you open your account, we will send you a randomly selected PIN.

Protection of *card* and PIN

You should securely protect your *card* and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the *card*. Each cardholder is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the *card* or share it with anyone, including our employees. Never allow anyone else to use the *card* or PIN. If the *card* or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the *card* or PIN. Notify us immediately if the *card* is lost or stolen, or is no longer secure.

Instant issue debit card

The instant issue debit card is a temporary debit card. The instant issue debit card has all the features of a debit card. We will deactivate the instant issue debit card either when you activate your permanent debit card or 30 days after we issue your temporary debit card.

Debit cards and ATM cards

Use of a debit and ATM card

The specific functions you may perform depend on the type of *card*. Subject to your *available balance* and the applicable daily ATM withdrawal limit and daily purchase limit for your *card*, you may use your *card* to:

Actions	Debit card	ATM card
Withdraw cash at a Wells Fargo ATM, non-Wells Fargo ATM (fees may apply), or Wells Fargo Bank	√	√
Make purchases using your <i>card</i>	√	√
Withdraw cash with your <i>card</i> at a merchant with a cash-back transaction when using your PIN	√	√
At a Wells Fargo ATM: Make deposits to your account, transfer funds between your linked accounts, make payments to a linked credit account, obtain a statement of the last 10 transactions (fees may apply), purchase U.S. postage stamps (fees may apply)	√	√
For accounts opened in Iowa and Nebraska: Make deposits at certain non-Wells Fargo ATMs	√	√
Initiate a balance inquiry at a Wells Fargo or non-Wells Fargo ATM	√	√
Make an over-the-counter cash (teller assisted) disbursement at any non-Wells Fargo bank that accepts Visa-branded cards (fees may apply)	√	
Pay bills using your <i>card</i> in the amounts and on the days you request	√	

A debit card may also be used to receive certain electronic credit transfers, such as those through card networks or funds transfer systems.

Fees for use of *card*

We will charge a fee for each non-Wells Fargo ATM transaction you perform (except for deposits or as waived by the terms of your account). In addition, the non-Wells Fargo ATM owner/operator will also charge a fee (unless waived by the terms of your account). This fee is included in the total transaction amount that is withdrawn from your account. Transactions will be limited to any withdrawal limits set by the non-Wells Fargo ATM.

We will charge a fee if you make an over-the-counter (teller assisted) cash disbursement at a non-Wells Fargo bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your *card* for a purchase. This fee will be included in the total purchase amount.

Additional fees applicable to use of the *card* are provided in the Consumer Account Fee and Information Schedule.

Debit cards and ATM cards

Daily limits and funds available for use with cards

The following rules apply to withdrawals and transfers you make at an ATM and to purchases you make using your *card*:

- **Limits on dollar amounts**

Card transactions are subject to a daily ATM withdrawal limit and a daily purchase limit, which we separately communicate to you when we provide your *card* to you.

- The daily ATM withdrawal limit is the maximum amount of cash you can withdraw from any combination of deposit accounts linked to your *card*.
- The daily purchase limit is the maximum U.S. Dollar amount of purchases (including cash back, if any) that can be debited from the linked account used for purchases.
- For purposes of the daily limits only, a “day” is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is made in another time zone, it will be processed when we receive it.
- We will notify you if we decrease your daily limits.
- Your actual daily purchase limit may vary depending on our experience with you. In certain circumstances, we may authorize *card* transactions that will cause you to exceed your daily purchase limit. We may, without notice to you, change your daily purchase limit based on account history, activity, and other factors.
- If your daily purchase limit is greater than \$99,999, you may need to request that the merchant process multiple transactions to complete a purchase above this amount.

To find out your daily limits, call us at the telephone number listed on the last page of this booklet or on your account statement.

- **Other limits**

There is generally no limit on the number of times the *card* may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient *available balance* in any combination of your linked deposit accounts accessed for withdrawal.

- If the ATM transaction or purchase would create an *overdraft* on the linked account, we may, in our sole discretion, take any of the actions described in the section of the Agreement titled “Available balance, posting order, and overdrafts.” The availability of deposits for withdrawal is described in the funds availability policy.
- We may limit the number of authorizations we allow during a period of time (e.g., if we notice out-of-pattern use of your *card*, suspected fraudulent or unlawful activity, or internet gambling). For security reasons, we cannot explain the details of the authorization system. We will not be responsible for failing to give an authorization.

Illegal transactions

You must not use your *card* or account for any illegal purpose whatsoever. You must not use your *card* or account to fund any account that is set up to facilitate Internet gambling. We may deny transactions or authorizations from merchants who are apparently engaged in Internet gambling or who identify themselves through the *card* transactions record or other means as engaged in the Internet-gambling business.

Debit cards and ATM cards

Linking accounts for *card* access and designating primary account

Linking lets you add accounts you own (e.g., checking, savings, credit card) to a debit or ATM card, giving you access to make transactions on multiple accounts with one *card* at Wells Fargo ATMs.

If you link only one account of a single type (e.g., checking or savings accounts) to the *card*, that linked account is automatically designated as the “primary” account for purposes of electronic fund transfer services. The primary account for a debit card must be a checking account. The money for purchases and payments made with your *card* is deducted from the primary checking account. Cash withdrawals using a *card* at a non-Wells Fargo ATM are deducted from the primary checking or savings account.

If you link more than one account of a single type to the *card*, you may designate a primary account and other accounts. For example, if you link 4 checking accounts to your *card*, one account will be the primary account and the remaining 3 accounts will be other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your *card* is considered the primary account for that type of account. If a primary account linked to the *card* is closed or delinked for any reason, we will designate another linked account (if applicable) as the new primary account. If this linked account is a savings account, your debit card may be converted to an ATM card.

We will determine the number and type of accounts you can link to your *card*.

Using a debit card to access linked credit card and line of credit accounts at ATMs

If you link your Wells Fargo credit card account or line of credit account to the *card* (linked credit account), you may use the *card* to access the linked credit account at any Wells Fargo ATM. You can use the *card* to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the provisions of the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.

You must notify us in case of errors or questions about your Wells Fargo credit card bill. If you think your bill is wrong or if you need more information about a transaction on your bill, write to us at: Wells Fargo Card Services, P.O. Box 522, Des Moines, IA, 50302-9907. You also may call us at the telephone number listed on your account statement. However, you must write to us to preserve your billing rights. Please consult your applicable credit account agreement for complete information on the terms and conditions applicable to your linked credit account, including the rules relating to cash advances from, and payments to, your linked credit accounts.

Statements at ATMs

You can use your *card* to obtain the following statements at Wells Fargo ATMs:

- Statement of last 10 transactions (within the last 45 days) on any checking or savings account linked to the *card*. This statement should not be used in place of the account statement for balancing or verifying the actual account balance.
- Statement of the balances of all accounts linked to the *card*.

The transactions and account balances on these statements may include deposits still subject to verification or collection by us, and the balances may differ from your records due to deposits in progress or outstanding checks, or other withdrawals, payments, or fees.

Debit cards and ATM cards

Using your *card* through a mobile device

A “mobile device” means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your *card* or *card* number (“electronic card information”) and use that electronic card information to make *card* transactions.

- **Securing your mobile device:** If you use your *card* through a mobile device, you should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it. Please notify us promptly if your mobile device containing electronic card information is lost or stolen. You may contact Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557).
- **Mobile carrier fees:** Please note that your mobile carrier may charge you message and data rates, or other fees, when you use your *card* through a mobile device.
- **Data sharing and transmission:** *Card* transactions made through a mobile device may involve the electronic transmission of your *card* information across wireless and computer networks. Third parties, such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may use and receive electronic card information in connection with your *card* transaction. Third parties may also receive information about your mobile device when you use it to make a *card* transaction. When you use your *card* through a mobile device, information about your mobile device may be transmitted to us.
- **Termination of mobile use:** We may, at any time, partially or fully restrict your ability to make *card* transactions through a mobile device. If you want to remove electronic card information from your mobile device, please contact Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557).
- **Debit Card Overdraft Service:** A debit card transaction made through a mobile device is an everyday (one-time) debit card transaction. To the extent you are using your consumer debit card through a mobile device and have added Debit Card Overdraft Service to your account (if eligible for this service), this election also applies to transactions made through your mobile device. Any resulting *overdrafts* are subject to an *overdraft* fee as provided for in the Agreement and the Consumer Account Fee and Information Schedule.

Visa Account Updater service

We subscribe to the Visa Account Updater service (VAU). Under this service, if you gave a merchant your debit card number and authorized it to bill your debit card periodically for recurring payments, and your debit card number changes, your new debit card number will be sent to merchants that subscribe to the VAU service. Because not all merchants subscribe to the VAU service, you should always notify each merchant of your new debit card number.

Debit cards and ATM cards

Authorization holds for *card* transactions

For all *card* purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your *card* when we obtain an authorization request. We refer to this temporary hold as an “authorization hold.” The funds subject to the hold will be subtracted from your *available balance*. In the case of an authorization request at a restaurant, hotel, or similar merchant, this amount may differ from the actual transaction amount as that amount may not be known to the merchant when the merchant submits the authorization. For those transactions, there may be no authorization hold or the amount of the authorization hold may be different from the transaction amount request (e.g., a restaurant submits the authorization request for your meal before you add a tip).

In some other cases, we may not receive an authorization request from the merchant, and there will be no authorization hold. We are permitted to place an authorization hold on your account for up to 3 *business days* (or for up to 30 *business days* for certain types of debit or ATM card transactions, including car rental transactions, cash transactions, and international transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment within the time frames noted, we will release the authorization hold, which will temporarily increase your *available balance* until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. You should record and track all of your transactions closely to confirm your *available balance* accurately reflects your spending of funds from the account linked to your *card*.

Transactions outside the United States

If a *card* is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (e.g., Visa, MasterCard) in U.S. dollars.

ATM and merchant terminal malfunctions

We are not responsible for damages resulting from an ATM or merchant terminal malfunction. You will promptly notify us if a Wells Fargo ATM fails to dispense the correct amount of cash or provide a receipt by calling or writing us at the telephone number or address provided on your account statement.

Termination of *card* privileges

The *card* is our property. We may terminate *card* privileges at any time without notice to you. You may terminate your *card* privileges at any time by writing to us at the address provided in your account statement. If the account is closed or the *card* is cancelled, you will immediately retrieve and destroy the *card(s)* and, upon request, provide written confirmation that the *card(s)* has been destroyed. If *card* privileges are terminated or, if requested, you must immediately surrender the *card(s)* to us. Termination of *card* privileges will not affect any rights and obligations for transactions made with a *card* before the privileges were terminated.

Debit cards and ATM cards

Zero Liability protection (*card transactions only*)

Zero Liability protection means that if a *card* or *card* number is ever lost or stolen and used without your authorization and you promptly notify us, you are not responsible for any unauthorized transactions. Under Zero Liability protection, unauthorized transactions do not include (that is, you are liable for) the following:

- Any transaction by a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account;
- Any transaction by a person you have authorized to use your *card*, even if that person has exceeded the authority you gave; and
- Any transaction a merchant has processed in error, or a transaction in which you are unhappy with goods or services received. In these cases, you should first contact the merchant to obtain resolution.

If you suspect that your *card* has been lost or stolen, or that an unauthorized transaction has been made with the *card* or the *card* number issued to you, notify us as soon as possible by calling Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your account statement. You may also write to us at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995. The sooner you notify us, the sooner we can protect the linked accounts. A delay in reporting the unauthorized transaction may affect your Zero Liability protection, as defined below.

- **Notices given within 60 days of delivery of first account statement**

You have Zero Liability protection for an unauthorized transaction made with a *card* or *card* number if we are notified of the unauthorized transaction within 60 days of when the first account statement showing the unauthorized transaction was delivered.

- **Notices given more than 60 days after delivery of first account statement**

You must notify us within 60 days of when the first account statement showing the unauthorized transaction was delivered. After this time frame, we may no longer reimburse you for unauthorized transactions. You may be required to provide documentation in support of your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, we will consider whether any negligence on the part of the cardholders has contributed to the transaction in question.

Electronic fund transfer disclosures

The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Part A of Regulation E. These provisions do not apply to "remittance transfers" (e.g., ExpressSend® and consumer-initiated international wire transfers). Remittance transfers you send through us are governed by a separate agreement you enter into when you sign up for the service or send the remittance transfer.

Liability for transactions covered by Regulation E

Tell us AT ONCE if you believe your *card*, *card* number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan). If you tell us within 2 *business days* after you learn of the loss or theft of your credentials, you can lose no more than \$50 if someone used your credentials without your permission, subject to Zero Liability protection.

If you do NOT tell us within 2 *business days* after you learn of the loss or theft of your *card*, *card* number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500, subject to Zero Liability protection.

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

Contact in the event of unauthorized transfer

If you believe your *card*, *card* number, or PIN has been lost or stolen, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your statement or write: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995.

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

Receipts at ATMs

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You can also choose to email the receipt to your personal email address on file or your wells Fargo.com inbox, or text your receipt to the mobile phone number on file.

Preauthorized credits to your account

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 check Wells Fargo Online or Mobile banking, enroll in account alerts, or call Wells Fargo Phone Bank at 1-800-869-3557 to find out whether or not the deposit has been made.

Statements

You will get a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly.

Electronic fund transfer disclosures

Preauthorized payments

- **Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
Call Wells Fargo Phone Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request 3 *business days* or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for every stop payment order you give.
A stop payment may not be requested on a purchase transaction.
- **Notice of varying amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.
- **Liability for failure to stop payment:** If you order us to stop one of these payments 3 *business days* or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Our 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. For instance, we will not be liable if the following occurs:

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on a credit account linked for Overdraft Protection.
- The ATM where you are making the transfer does not have enough cash.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

In case of errors or questions about your electronic fund transfers

In case of errors or questions about your electronic transfers, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your account statement, or write us at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995 as soon as you can, if you think your deposit statement or receipt is wrong or if you need more information about a transfer listed on the account statement or receipt. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared by taking the following actions:

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

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

Electronic fund transfer disclosures

We will determine whether an error occurred within 10 *business days* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 *business days* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 *business days*, we may not credit your account.

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

We will tell you the results within 3 *business days* after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Phone Bank Services

How do we verify your identity when you call?

If you have an assigned PIN (for ATM card, debit card, or PIN only account use), we use your PIN to confirm your identity to allow you to use the automated phone bank system.

If a PIN has not been assigned or if you do not use the automated phone bank system, we will ask for and use a variety of information to verify your identity.

Are we allowed to cancel your PIN?

Yes, we may cancel your PIN at any time without notice. If you use a PIN that is not associated with a *card*, you must use it at least once every 6 months to ensure we do not cancel your PIN due to inactivity.

How can I change my PIN?

If you do not know your PIN, you may change your PIN at any time by using the customer selected PIN service at a banking location or by requesting the mailing of a new randomly selected PIN when calling Wells Fargo Phone Bank.

If you know your PIN, you may use the automated phone system or ATM to change your PIN.

Funds transfer services

The following terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. As used in these terms and conditions, a funds transfer does not include a transaction made using a Wells Fargo issued *card*. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an “ACH”), and Clearing House Interbank Payments System (CHIPS).

Notice of receipt of funds

We will notify you of funds electronically debited or credited to your account through the account statement for your account covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt.

Reliance on identification numbers

If an instruction or order to transfer funds describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

Funds transfer services

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of *items* written or authorized by you.

Reversal

You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we will credit your account for the amount of the payment. You must notify us no later than 15 days after we send you, or otherwise make available to you, your account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.

Liability for transactions not covered by Regulation E

For purchases and other transactions not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

Your consent for calls and text messages

How may we contact you?

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you at the phone number you provide us. We may call you and send you text messages. We may contact you for emergency, fraud prevention, or servicing purposes. You agree that we may use automatic telephone dialing systems in connection with text messages sent to any telephone number you provide us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged. You may only provide us with phone numbers that belong to you.

How to reach Wells Fargo

Wells Fargo accepts Telecommunications Relay Services calls.

Wells Fargo Online®	Visit wellsfargo.com or call 1-800-956-4442
Wells Fargo Phone Bank SM	1-800-TO-WELLS (1-800-869-3557)
Spanish-speaking customers	1-877-PARA-WFB (1-877-727-2932)
Chinese-speaking customers	1-800-288-2288
TTY/TDD for deaf and hard-of-hearing customers	1-800-877-4833
Wells Fargo Mobile®	Visit wellsfargo.com/mobile or call 1-866-863-6762
Wells Fargo PMA® Package customers	1-800-742-4932 1-800-600-4833 (TTY/TDD for deaf and hard-of-hearing customers)
IRAs/ESAs and SEP-IRAs customers	1-800-BEST-IRA (1-800-237-8472)
Customers outside the U.S.	Visit wellsfargo.com/help/international-access-codes to view a list of our International Access Codes.

For all other accounts, please refer to your statement for contact information.

This Agreement governs consumer deposit accounts maintained at Wells Fargo Bank, N.A.

© 2015 Wells Fargo Bank, N.A. All rights reserved.

Member FDIC.

CNS6616 (7/15)