

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

**CASE NO. 5:14-cv-03224-EGS**

**SHERRY L. BODNAR, on Behalf of herself  
and All Others Similarly Situated,**

**Plaintiff,**

**vs.**

**BANK OF AMERICA, N.A.,**

**Defendant.**

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**AMENDED CLASS ACTION COMPLAINT**

Plaintiff Sherry Bodnar (“Bodnar”), brings this lawsuit on behalf of herself and all others similarly situated.

**INTRODUCTION**

1. Bodnar brings this action on behalf of herself and a class of all similarly situated consumers against Defendant Bank of America, N.A. (“BofA” or “Bank”), arising from its unfair and unauthorized assessment of overdraft fees on so-called “recurring” debit card transactions for which there were sufficient available funds in customers’ accounts at the time the transactions were authorized and approved by the Bank.

2. At the moment recurring debit card transactions are authorized, BofA sets aside funds available in a checking account to cover that specific transaction. As a result, and with limited exceptions,<sup>1</sup> customers’ accounts always have sufficient available funds to cover these

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<sup>1</sup> A miniscule number of recurring debit card transactions settle for an amount different than the amount initially authorized.

transactions throughout their entire life-cycle. Accordingly, the assessment of overdraft fees on such transactions is improper.

3. But that is exactly what BofA does. Despite putting aside sufficient available funds to pay recurring debit card transactions when they later post, the Bank charges overdraft fees on those same transactions if they purportedly settle—days later—into a negative balance (“Authorize Positive, Purportedly Settle Negative Transactions” or “APPSN Transactions”).

4. Here is how it works. A customer’s available funds are the funds that BofA considers “available” for immediate use; therefore, the “available” balance is adjusted, in real-time, to account for debit card transactions at the time they are made. When a customer makes a purchase with a debit card, BofA sequesters the funds needed to pay the transaction by placing a “hold” or “memo debit” on the customer’s account, which subtracts the dollar amount of the transaction from the customer’s available balance or funds available. A hold or memo debit is a transaction that reduces an available balance or funds available. Held funds are not available for any other use by the accountholder, and held funds are specifically associated with a given debit card transaction.

5. That means when any *subsequent*, intervening debit transactions are initiated, they are compared against an “available balance” that has been reduced to account for the hold transactions. In other words, the funds being “held” cannot be used to pay subsequent transactions. This means that many subsequent transactions incur overdraft fees due to the unavailability of the “held” funds for those debit card transactions.

6. Still, despite placing debit holds and despite keeping those held funds off-limits for other transactions, BofA improperly charges overdraft fees on APPSN Transactions.

7. But it gets much worse. For a subset of APPSN Transactions, BofA actually uses the same transaction twice to cause different overdraft fees. That is because a significant portion of the debit holds associated with APPSN Transactions contributed to overdraft fees being assessed to other, later transactions. In other words, not only does BofA assess overdraft fees on transactions it authorized into a positive balance, but in some cases the same debit hold contributes to an intervening overdraft fee on other transactions.

8. There is simply no justification for these practices, other than to maximize BofA's overdraft fee revenue. APPSN Transactions only exist, according to the Bank, because intervening checking account transactions supposedly reduce the "available balance" or "funds available" on an account. But BofA is free to protect its interests and either reject those intervening transactions or charge overdraft fees on those intervening transactions—and it does the latter to the tune of billions of dollars each year. But BofA was not content with these billions in overdraft fees. Instead, it sought hundreds of millions *more* in overdraft fees on APPSN Transactions. No justification exists for charging both—especially when the Bank's own contract documents never authorized this unconscionable set of APPSN Transaction overdraft fees.

9. Besides being unfair and unconscionable, these practices breach contract promises made in the Bank's adhesion contracts—contracts that fundamentally misconstrue the true nature of the Bank's processes and practices. These practices also exploit contractual discretion to gouge consumers.

10. In plain, clear, and simple language, the checking account contract documents promise that the Bank will only charge overdraft fees on transactions with insufficient available funds to "cover" a given transaction:

You can avoid fees for overdrafts . . . by making sure that your account always contains **sufficient available funds to cover** all of your transactions.

Ex. A, December 2012 Deposit Agreement, at 11 (emphasis added).

11. The Bank breaches this plain contractual promise when it assesses overdraft fees on APPSN Transactions that do have sufficient available funds to “cover” them throughout their lifecycle. Indeed, “covering” is the very purpose of the transaction-specific debit hold. There are always available funds sufficient to cover electronic transactions authorized into a positive available balance, for the simple reason that those funds are subject to a debit hold at the instant of authorization.

12. Indeed, that is consistent with BofA’s actual processing. The Bank maintains a running, real time, intraday “available” balance or funds calculation. And that available balance or funds calculation never results in a negative balance for APPSN Transactions. At settlement, the held funds associated with a settling transaction are simply applied to that transaction—and the effect on the available balance is a “wash.”

13. The contract also fundamentally misconstrues the process by which overdraft transactions are determined. Indeed, while the contract states that overdraft fees will be assessed on insufficient available funds, the Bank does not actually use available balance or available funds to make overdraft determinations at all—it uses a separate, secret “processing” balance during the middle of the night “batch processing.” Bank of America does not use an “available” funds or balance calculation at all during nightly batch processing, when overdraft fees are determined. Available balance or funds is a term exclusively used for real-time, intraday processing—the very processing during which debit card transactions are authorized and “held,” and the very balance that remains unchanged at settlement.



14. Bodnar and other BofA customers have been injured by BofA's improper practices. On behalf of herself and the putative class, Bodnar seeks damages, restitution and injunctive relief for BofA's breach of contract, unjust enrichment, conversion, and violation of the Pennsylvania unfair trade practices statute.

### **JURISDICTION AND VENUE**

15. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than BofA.

16. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because BofA is subject to personal jurisdiction here and regularly conducts business in the Eastern District of Pennsylvania, and because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

### **PARTIES**

17. Bodnar is a citizen of the Commonwealth of Pennsylvania. At all times relevant, Bodnar patronized the BofA banking center located at 3300 Lehigh Street, Allentown, Pennsylvania, 18103, which is in Lehigh County.

18. Defendant BofA is a national bank with its headquarters and principal place of business located in Charlotte, NC. Among other things, BofA is engaged in the business of providing retail banking services to consumers, including Bodnar and members of the putative classes, which includes the issuance of debit cards for use by its customers in conjunction with their checking accounts. BofA operates banking centers, and thus conducts business, throughout the Commonwealth of Pennsylvania.

**FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

19. Bodnar has had checking accounts with BofA since 2009.

20. BofA issues debit cards to its checking account customers, including Bodnar, which allows its customers to have electronic access to their checking accounts for purchases, payments, withdrawals and other electronic debit transactions.

21. Pursuant to its standard account agreement, BofA charges fees (currently in the amount of \$35) for debit card transactions that purportedly result in an overdraft.

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

22. A typical debit card transaction occurs in two parts, whether it is a one-time transaction for a routine daily purchase or whether it is a recurring debit card transaction for a repeat household expense. First, authorization for the purchase amount is obtained by the merchant. When a merchant physically or virtually “swipes” a customer’s debit card, the credit card terminal connects, via an intermediary, to the customer’s bank, which verifies that the customer’s account is valid and that sufficient funds are available to cover the transaction’s cost.

23. At this step, for recurring debit card transactions drawn on an account with positive available funds, Bank of America places a hold on funds in the amount of the transaction and reduces the customer’s available funds or balance by a corresponding amount, but does not yet transfer the funds to the merchant.

24. In other words, the authorization effectively acts as a posted transaction.

25. Sometime thereafter, the payment is processed, wherein the funds are actually transferred from the customer’s account to the merchant’s account. This may occur several days after the transaction was initially initiated.

26. There is no change—no impact whatsoever—to the available balance when posting or payment of a transaction that settles in the same amount for which it authorized occurs. That is because at posting available balance is not used at all, and because available balance amounts do not change for transactions that settle in the same amount for which they were authorized.

**B. In 2010, For the First Time, Bank of America Distinguished Between “One-Time” and “Recurring” Debit Card Transactions, But Failed to Inform Consumers of the Overdraft Fee Distinctions Engendered by the Newly-Minted Distinction**

27. In 2010, Regulation E barred the assessment of overdraft fees on debit card transactions initially authorized into a positive available balance—the very type of transaction at issue in this lawsuit.

28. However, prior to the effective date of the regulation, Bank of America discovered what it believed to be a loophole in the regulation. Bank of America decided to continue to charge overdraft fees on debit card transactions that it concluded were “recurring”—that is transactions which occurred in regular intervals, usually to pay consumer bills like utilities, insurance, and membership fees. In short, BofA for the first time adopted a radical distinction between two types of debit card transactions—one-time (which were protected from overdraft fees, even if authorized into a positive available balance) and recurring (without that protection).

29. The complicated distinction between the two types of debit card transactions had never been made before. Based on consumer complaints and consumer research, BofA understood full well that it would be confusing to consumers to distinguish between two types of debit card transactions.

30. But BofA made the distinction anyway, exclusively to maintain an overdraft fee

revenue source that was being threatened by federal regulation. There is no cogent reason for treating different debit card transactions differently, nor is there a consumer benefit to doing so.

31. BofA's decision maximized revenues for the Bank in two ways.

32. First, this revenue-maximizing decision allowed the bank to do two things with respect to recurring debit card transactions that it did not do with one-time debit card transactions: (a) authorize them into a negative balance at the start, and charge an overdraft fee on them when they settled; (b) authorize them when they had a *positive* available balance at the start, then still charge overdraft fees on them at settlement, if intervening transactions depleted an account balance (the APPSN Transactions).

33. Second, it allowed BofA to manufacture overdraft fees on other, later transactions—both one-time and recurring. Here's how. Each consumer was issued an overdraft protection amount by BofA—the amount BofA would knowingly allow an account to be overdrawn. Based on that overdraft protection, BofA would authorize later transactions that it *knew* were likely to cause earlier transactions authorized into positive funds to incur overdraft fees at settlement.

34. With respect to one-time debit transactions and/or ATM transactions on certain accounts, and recurring debit card transactions on other accounts, BofA therefore knowingly authorized transactions that were likely to cause overdraft fees on earlier-in-time transactions that had already been authorized into positive available funds.

35. The Bank knew the revenue-maximizing distinction between one-time and recurring transactions was and would be poorly understood by its accountholders, but it made the distinction anyway. It did so even as, publicly, the Bank was touting—through a massive media effort—its supposedly pro-consumer decision not to charge overdraft fees on debit card

transactions. According to a CNN article from 2010, just before the recurring/non-recurring debit transaction distinction went into effect, “Bank of America said Wednesday that it plans to ditch overdraft fees on debit card purchases this summer.”<sup>2</sup>

36. That was not true. BofA, in fact, continued to charge overdraft fees on *recurring* debit card transactions in many different circumstances.

37. Susan Faulkner, an executive at BofA, was quoted in the CNN article as saying: “Our customers have been clear that they want to know if a purchase is going to overdraw their account.” As Ms. Faulkner clearly understood, consumers understand and expect that if they have sufficient funds in an account when a transaction is made, and a debit hold is placed on those funds, the Bank will not *later* charge an overdraft fee on that same transaction.

38. Around the same time, a New York Times article stated: “In a move that could bring an end to the \$40 cup of coffee, Bank of America said on Tuesday that it was doing away with overdraft fees on purchases made with debit cards[.]”<sup>3</sup> Again, that statement is simply false. BofA continued charging overdraft fees on *recurring* debit card transactions. And that false statement was not due to journalistic error. Faulkner was quoted in the New York Times piece as well: “What our customers kept telling me is ‘just don’t let me spend money that I don’t have’ ... *We wanted to help them avoid those unexpected overdraft fees*” (emphasis added). Yet there is no fee more “unexpected” than one charged on a transaction authorized into a positive available balance.

39. In short, despite its public, pro-consumer pronouncements in 2010, the Bank chose a path that side-stepped its consumer-friendly promises. The Bank chose to allow *recurring* debit card transactions to incur fees—even when authorized into a positive balance—

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<sup>2</sup> Available at [http://money.cnn.com/2010/03/10/news/companies/Bank\\_of\\_America\\_overdraft\\_fees/](http://money.cnn.com/2010/03/10/news/companies/Bank_of_America_overdraft_fees/).

<sup>3</sup> Available at <http://www.nytimes.com/2010/03/10/your-money/credit-and-debit-cards/10overdraft.html>.

and it chose to allow one-time debit transactions to increase the number of overdraft fees caused on *other* types of transactions. The Bank didn't "end" overdraft fees on debit card transactions, contrary to the message of its press junket. Rather, it simply shifted a huge number of overdraft fees onto the newly-created category of "recurring" debit card transactions—all the while touting its supposedly generous decision to remove overdraft fees on debit card transactions.

40. It never told the press this, and it never told consumers this in contract documents.

41. The massive difference between the two types of debit card transactions included the following: recurring transactions could be authorized even if the consumer lacked sufficient funds, whereas one-time transactions normally could not.

42. Moreover, one-time APPSN Transactions were not charged an overdraft fee, while recurring APPSN Transactions were charged overdraft fees. Although both one-time and recurring transactions were mentioned in the contract documents, those documents do not explain that the different transactions are treated differently in this respect.

43. By drafting a contract that failed to distinguish the different overdraft fee policy applicable to the two different types of debit card transactions that it had just invented, the Bank breached the contract—and deceived consumers—when it charged huge numbers of overdraft fees on one subset of debit card transactions but not the other subset.

44. Specifically, the 2012 version of the Deposit Agreement drew a distinction between one-time and recurring transaction, but never specifically discussed the important distinction regarding APPSN Transactions of both types, and does not disclose that recurring debit card transactions are treated differently for purposes of overdraft fees:

With our Standard Overdraft Setting, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you

may not have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction.

[....]

[W]e may authorize and pay overdrafts for other types of transactions. Other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, ACH transactions, preauthorized payments, and automatic and online bill payments.

Ex. A, December 2012 Deposit Agreement, at 12.<sup>4</sup>

45. While the contract states the Bank may “authorize” overdraft transactions, it never states that it will charge overdraft fees on transactions that were not “overdraft” transactions *when authorized*. The contract thus only authorized the Bank to charge overdraft fees on recurring debit transactions it authorized into a negative balance from the start. It never discusses or authorizes the other crucial distinction between one-time and recurring transactions: fees on the APPSN Transactions at issue in this lawsuit.

### **C. BofA’s Account Documents**

46. Bodnar’s checking account with BofA was, at all relevant times, governed by BofA’s standardized contract for deposit accounts, the material terms of which are drafted by BofA, amended by BofA from time to time at its convenience and complete discretion, and imposed by BofA on all of its customers.

47. In June, 2010, near the time the changes to overdraft policies discussed *supra* were implemented, Bank of America issued a new Deposit Agreement. That document contained the following relevant provisions:

#### **OVERDRAFT AND DECLINED OR RETURNED ITEMS**

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<sup>4</sup> In addition to the December 2012 Deposit Agreement, Plaintiff additionally attaches as Exhibit B the Personal Schedule of Fees, dated July 16, 2012.

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

[....]

Sometimes funds in your account are not available to cover your checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. As examples of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

#### OVERDRAFT PRACTICES AND SETTINGS

With our Standard Overdraft Setting, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. There is an exception for some ATM withdrawals. We may occasionally give you the opportunity at our ATMs to agree to our overdraft practices for a specific ATM withdrawal and, if you agree, we authorize and pay that ATM withdrawal. Please note that overdraft fees can apply to these withdrawals. We tell you at our ATM when this is available. . . .

[....]

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



deposit enough available funds, when we receive the debit card transaction, it will overdraw your account.

#### PAYING CHECKS AND OTHER ITEMS

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

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

Ex. A, December 2012 Deposit Agreement, at 11-13, 21-22.<sup>5</sup>

48. The critical, and repeatedly used, contract term “to cover” is never defined, nor are the terms “available funds” or “funds are not available.”

49. The Deposit Agreement was amended in May, 2014—one month before the instant litigation commenced—to add the following new language:

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

When your account balance includes some funds that are not available at the time we post a debit, and you do not have enough available funds in your account to cover the debit, the debit results in an overdraft and we generally charge you an overdraft item fee or returned item fee for the debit. You

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<sup>5</sup> Although the 2012 Deposit Agreement is primarily referenced in this complaint, the quoted language first appeared in the June 2010 version of the document. Ex. C, June 2010 Deposit Agreement, at 11-13, 22. In addition to the June 2010 Deposit Agreement, Plaintiff additionally attaches as Exhibit D the Personal Schedule of Fees, dated June 29, 2010.

should know that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

Ex. E, May 2014 Deposit Agreement, at 16.<sup>6</sup>

50. BofA also drafted and imposed on accountholders a document entitled “Important Information About Your Card Agreement and Disclosure,” dated October, 2009. That document states, in relevant part:

#### Point of Sale Purchases With Your Card

When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on your account. The hold reduces the available balance in your account by the amount listed in the request.

Since the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or returned items.

In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account.

#### Overdrafts and Unposted Transactions

When you do not have enough available funds in your account...to cover a transaction, we consider the transaction an insufficient funds item. We may either return the transaction unpaid or complete it and overdraw your account. In either case, we may charge you an insufficient funds fee. Your available balance may be reduced by any holds placed on your account as a result of pre-authorization requests from merchants or other financial institutions.

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<sup>6</sup> In addition to the May 2014 Deposit Agreement, Plaintiff additionally attaches as Exhibit F the Personal Schedule of Fees, dated May 16, 2014.

Ex. G, Important Information About Your Card Agreement and Disclosure, October 15, 2009, ¶¶ 4, 7.

51. In July, 2014—four years after the 2010 overdraft policy changes discussed above—Bank of America slightly modified the Card Agreement. The bolded provisions were new:

When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold **on the funds**. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account . . . **or, you may incur fees for overdrafts or items we decline or return unpaid**. In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to **or subtracted from** your available balance. Please note that placing these holds reduces the available balance in your account and removing these holds **either increases or decreases** the available balance in your account.

#### Overdrafts and Unposted Transactions

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

Ex. H, Important Information Brochure: Card Agreement and Disclosure, April 1, 2013, ¶¶ 4b, 7.<sup>7</sup>

52. No express language in any document states that the Bank may impose fees for overdrafts on recurring debits that post into a positive available balance and then are settled against a purportedly negative balance.

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<sup>7</sup> The Bank further modified this document in July of 2014, but any modifications to the substance of the 2013 provisions discussed herein were purely cosmetic. Ex. I, Important Information Brochure: Card Agreement and Disclosure, July 1, 2014, ¶¶ 4b, 7 (emphasis added).

**D. The Account Documents Fundamentally Misconstrue the Bank's True Overdraft Fee and Debit Processing Practices**

53. The Account Documents misconstrue the Bank's true debit card processing and overdraft fee practices in at least six ways.

54. First, and most fundamentally, the Bank charges overdraft fees on debit card transactions for which there are sufficient available funds to "cover" the transactions. That is despite repeated contractual representations that the Bank will only charge overdraft fees on transactions with insufficient available funds to "cover" a given transaction.

55. The Bank assesses overdraft fees on APPSN Transactions that do have sufficient available funds to "cover" them throughout their lifecycle.

56. Those held funds (also called memo debited funds) are placed off-limits for any other use by consumers during the pendency of the hold.

57. To the extent intervening transactions are authorized or paid on an account, those intervening transactions are not paid or authorized with the held funds, but are rather paid with other funds, including overdraft protection funds provided by the Bank.

58. Additions to its May 2014 Deposit Agreement bolster this understanding. The Bank instructs its customers:

You can avoid fees for overdrafts and returned items by making sure that your account always **contains enough available funds** to cover all of your transactions. When your account balance includes some funds that are subject to a hold . . . **you should note that those funds are not available to cover your transactions . . .**

Ex. E, May 2014 Deposit Agreement, at 16.

59. That is precisely the point. The held funds are not "available" to "cover" *subsequent* transactions—because those held funds are "covering" the transactions they were being held for.

60. The Bank's practice of charging overdraft fees even where sufficient available funds exist to "cover" a transaction violates a contractual promise not to do so. This discrepancy between the Bank's actual practice and the contract causes consumers like Bodnar to incur more overdraft fees than they should.

61. The funds are supposedly "held," throughout the life cycle of a debit card transaction, to cover the transaction. As such, the transaction should never post into a negative balance. Those funds are supposed to cover that transaction. When the Bank allows those funds to be depleted—instead of applying them to the authorized debit—it is breaching its promise to the customer that the funds are being set aside for the original debit.

62. Second, the account documents repeatedly state that overdraft assessments are based on available funds or "funds available" (in the Deposit Agreement) or "available balance" (in the Card Agreement). But in reality, the Bank does not even use an available funds calculation or "available balance" to determine whether transactions are eligible for overdraft fees—it uses a different, secret "processing" balance to do so.

63. In actuality, the Bank maintains two separate and simultaneous transaction systems—plus a third system that is used to assess overdraft fees.

64. The "intraday" transaction processing system maintains an account's available balance in real time, increasing and decreasing during the day based on an accountholder's activity.

65. Available balances are maintained only in the intraday processing system.

66. Overdraft fee determinations are not made within the intraday processing system.

67. The second transaction processing system is the "nightly batch processing" system. It is in this system that transaction posting and settlement actually occurs.

68. The Bank then uses a third system to make overdraft fee determinations. At the end of nightly batch processing, certain transactions are designated as potentially eligible for overdraft fees. The third system then applies a complicated algorithm to assess overdraft fees on certain transactions that had previously been designated as “overdrawn.”

69. Not all transactions that are supposedly “overdrawn” incur an overdraft fee. That determination is made in the third system. Indeed, numerous transactions are considered “overdrawn” by the nightly batch processing system but are nonetheless not charged an overdraft fee.

70. With respect to the intraday available balance, “sufficient” funds for APPSN Transactions have already been debited from the account via a debit hold. At the time of settlement, then, an intraday available balance *does not change at all* for these transactions previously authorized into good funds. (As such, BofA cannot then charge an overdraft fee on such a transaction because the available balance has not been rendered insufficient due to the pseudo-event of settlement.)

71. This entire posting process is misconstrued in the Card Agreement, which states that: “When the hold expires, the amount being held is added to or subtracted from your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account.” Ex. H, Important Information Brochure: Card Agreement and Disclosure, April 1, 2013, ¶ 4b.

72. Each of the three sentences quoted in the preceding paragraph misstates the Bank’s true practices.

73. “When the hold expires, the amount being held is added to your available balance” is false because “available balance” is not even used in the batch processing system; because holds do not expire in the intraday processing system; and because the “amount being” held is never actually “added” to or “subtracted” from the available balance—indeed, for APPSN Transactions, the available balance does not change at all at settlement.

74. “The [held] amount is not applied to a specific transaction” is false for all the reasons discussed *supra*—held funds are, in actuality, inextricably tied to the specific transactions which engendered them.

75. And “placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account” is false because, again, available balance is not used at all during nightly batch processing. Moreover, removal of holds only occurs during nightly batch processing (which again, does not use an available balance or funds calculation). Lastly, placing holds only occurs in the intraday processing system, not the nightly batch processing system.

76. When the Bank uses a balance *other* than available balance or funds available—a secret processing balance—to assess overdraft fees, it violates a contractual promise to use available balance or an available fund calculation as the exclusive method with which to determine whether overdraft fees will be assessed.

77. This discrepancy between the Bank’s actual practice and the contract causes consumers to incur more overdraft fees than they should.

78. Third, the Bank designates held funds for *specific* debit card transactions. Debit holds (or memo debits) are associated exclusively with the debit card transaction that engendered

them, and that exclusively associated is maintained throughout the life of the transaction, from authorization to settlement.

79. The Card Agreement thus misstates the Bank's true process when it states that "[t]he [debit hold] amount is not applied to a specific transaction."

80. This discrepancy between the Bank's actual practice and the contract allows the Bank to charge overdraft fees *after* transactions have posted, causing consumers to incur more overdraft fees than they should.

81. By employing the fiction that holds "are not applied to a specific transaction," BofA attempts to justify the *post facto* assessment of additional overdraft fees on APPSN Transactions for which sufficient available funds were always available to "cover" those transactions.

82. Fourth, the Bank's actual practice is to assay the same debit card transaction twice to determine if the transaction overdraws an account—both at the time a transaction is authorized and at the time of settlement. (Indeed, some transactions never make it past the starting gate and are declined at the point of sale, precisely because at that assessment they are overdrawn and because BofA makes a determination at authorization.) Then the Bank makes that determination again, at settlement.

83. The contract, to the contrary, explains that only one assay takes place: "[w]hen we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item."

84. The Bank's practice of assaying the same transaction twice violates a contractual promise not to do so. This discrepancy between the Bank's actual practice and the contract causes consumers to incur more overdraft fees than they should.



85. Fifth, intervening transactions cannot and do not actually “reduce[] the available funds in your account below the amount of the debit card transaction,” as stated in the Deposit Agreement. This provision misstates the Bank’s true processing practices. In fact, intervening transactions are never paid with held funds—rather they are paid with other funds, such as remaining available funds or funds provided separately through the Bank’s overdraft protection program.

86. Accordingly, it is impossible for the “other transactions” on “that day” to reduce available funds “below the amount of the debit card transaction.” An intervening transaction can reduce available funds in the account below the amount of the new (second) transactions, but they cannot reduce funds below the amount of the first transaction because that reduction has already taken place.

87. In short, a debit hold’s funds are in some ways sacrosanct—designated for authorized transactions, the debit hold funds cannot be used to pay other transactions. To the extent the Bank does authorize or pay other transactions, it actually does so with other funds.

88. Accordingly, held funds cannot have been depleted by other transactions by the time of settlement, contrary to the representation made in the account documents.

89. This discrepancy between the Bank’s actual practice and the contract represents a failed attempt by BofA to allow the Bank to charge more overdraft fees after transactions have already posted, causing consumers to incur more overdraft fees than they should.

90. By employing the fiction that other transactions” on “that day” can reduce available funds “below the amount of the debit card transaction,” BofA provides a false explanation for how the customer incurred additional overdraft fees.

91. Sixth, the bank actually debits the same transactions twice, in two different systems—the intraday system and then again in the nightly batch processing system. But this practice is contrary to contract language that states it will only make one such debit: “We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, *or* on the day we receive notice that the item has been deposited for collection at another financial institution—whichever is earlier.” Ex. A, December 2012 Deposit Agreement, at 21 (emphasis added). The Deposit Agreement also states elsewhere that BofA makes just *one* debit per transaction. *Id.* at 21-22 (“We are required to determine your account balance only once during this time period.”).

92. The Bank’s practice of assaying the same transaction twice violates a contractual promise not to do so. This discrepancy between the Bank’s actual practice and the contract causes consumers to incur more overdraft fees than they should.

93. In sum, there is a yawning gap between the Bank’s practices as described in the account documents and the Bank’s practices in reality.

#### **E. The Bank Abuses Contractual Discretion**

94. The Bank’s treatment of recurring debit card transactions to charge overdraft fees is not simply a breach of the express terms of the numerous account documents. In addition, Bank of America exploits contractual discretion to the detriment of accountholders when it uses these policies.

95. First, the Bank enjoys a huge amount of discretion in how to calculate the central term in this litigation: available funds or available balance. Those terms are not defined in the contracts—though the terms “Collected Balance,” “End of Day Balance,” and “Ledger Balance”

are defined. BofA uses its contractual discretion to set the meaning of that term to choose a meaning that directly causes more overdraft fees.

96. Second, the term “to cover” a transaction is similarly undefined: “You can avoid fees for overdrafts...by making sure that your account always contains **sufficient available funds to cover** all of your transactions.” Ex. A, December 2012 Deposit Agreement, at 11. The Bank uses its discretion to define “to cover” in a manner contrary to any reasonable, common sense understanding of that term. In the Bank’s definition, a transaction is not “covered” even if the Bank sequesters sufficient available funds for that transaction.

97. Third, the Bank maintains discretion to selectively charge overdraft fees on certain transactions it considers “overdrawn,” but not others. It uses that discretion to charge overdraft fees on APPSN Transactions that no reasonable consumer would believe could cause overdraft fees—because those transactions were authorized into positive available funds, and as discussed below, BofA’s own consumer research and quotes from Susan Faulkner indicate that consumers understand checking accounts are debited immediately for debit card transactions.

98. Fourth, the Bank maintains discretion to selectively charge overdraft fees on certain transactions it considers “overdrawn,” but not others. BofA exploits this discretion to charge overdraft fees on all supposedly overdrawn recurring debit card transactions, including APPSN Transactions.

99. Fifth, the Bank uses its contractual discretion to “determine” whether a transaction has sufficient available funds more than once, so that transactions already “determined” once to have sufficient funds can be tested again: “**When we determine** that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item . . . [W]e either authorize or pay the

insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). **We pay overdrafts at our discretion.**” Ex. A, December 2012 Deposit Agreement, at 11-12 (emphasis added).

100. Sixth, in the Card Agreement, BofA uses its discretion to define the meaning of a “hold” in a way that increases overdraft fees. The Bank informs the customers that it has the discretion to decide whether to place a hold on funds at the time of posting: “When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, **we may place a hold** on the funds.” Ex. H, Important Information Brochure: Card Agreement and Disclosure, April 1, 2013, ¶ 4b (emphasis added). It does not define what “hold” means. Not only does the Bank use its discretion to apply a hold each and every time, but it uses its discretion to define “hold” in a farcical, unreasonable manner. The “hold” that Bank applies results in sequestration of funds, including denial of customer access to funds, but then does not actually use those funds to “cover” the transaction when it settles.

101. Seventh, the Bank reserves for itself contractual discretion regarding posting order of debit card transactions: **“We may determine in our discretion the order that we process and post credits, debits and holds to your account.”** Ex. A, December 2012 Deposit Agreement, at 14 (emphasis added). With respect to “posting,” BofA uses a secret, undisclosed policy during nightly batch processing that maximizes the impact of holds on overdraft fees. Of the myriad possibilities for how to order debits and holds during nightly batch processing, BofA chooses the one that maximizes overdraft fees on APPSN Transactions.

102. BofA uses all of these contractual discretion points unfairly to extract overdraft fees on transactions that no reasonable consumer would believe could cause overdraft fees.

**F. By Employing Practices That Assessed Overdraft Fees Based on Non-Chronological Transaction Ordering, The Bank Used a Policy That Contradicted the Bank's Own Consumer Research**

103. The assessment of overdraft fees on APPSN Transactions is fundamentally inconsistent with immediate withdrawal of funds for debit card transactions. That is because if funds are immediately debited, they cannot be depleted by intervening transactions (and it is that subsequent depletion that is the necessary condition of APPSN Transactions). If funds are immediately debited, then, they are necessarily applied to the debit card transactions for which they are debited.

104. BofA was and is aware that this is precisely how its accountholders reasonably understand debit card transactions to work.

105. BofA was aware that consumers understand debit card transactions result in the immediate debit of funds from checking accounts. Indeed, BofA issued at least one marketing pamphlet that made that promise explicit.

106. In short, consumers understand debit card authorizations to effectively act as a posted transaction.

107. BofA conducted extensive consumer research on how consumers understand the operation of debit card transactions, including the meaning of account balances. The Bank's own consumer research indicated that consumers understand funds for debit card transactions to be debited immediately.

108. The Bank understood that "retroactive" application of overdraft fees was inconsistent with consumer understanding.

109. BofA was aware of a consumer perception that debit transactions reduce an available balance *in a specified order*—namely, the order the transactions are actually initiated.

110. The Bank provided marketing pamphlets and other representations to consumers that promised them debit card transaction amounts were deducted “immediately” from accounts.

111. In sum, the bank knew full well that consumers understood debits to be deducted immediately, *one time*, and that consumers would thus interpret the contract in a fashion consistent with immediate debit.

112. Because BofA heard repeated complaints from consumers about confusion regarding their balances and overdraft fees, the Bank undertook a project to convey to consumers, via an available balance, how much money they could purportedly spend without incurring an overdraft fee. In short, the Bank understood consumers expect available funds to be deducted immediately.

#### **G. The Bank Double-Counts Certain APPSN Transactions**

113. In addition to the practices described above, BofA double counts certain APPSN Transactions—charging overdraft fees on them at the same time as it uses the holds associated APPSN Transactions to cause *other* transactions to incur overdraft fees.

114. BofA manages to manufacture a circumstance in which *one* debit hold transaction (1) first contributes to an overdraft fee on an intervening transaction before (2) incurring an overdraft fee of its own when the hold is credited to and re-debited from the account at the time of settlement.

115. BofA itself acknowledges such a pattern is unfair and unjustified. Recently, the Bank adopted a policy to forgive certain of these fees under a policy it calls the “problem item” policy. Unfortunately, the “problem item” policy has been incompletely executed—and numerous overdraft fees continue to be assessed on transactions as a result of double counting.

116. There are a few permutations, and each is a shocking, overdraft fee-maximizing manipulation:

Double-Counting Permutation #1

117. BofA authorizes recurring debit card purchase into positive checking account balance.

118. BofA immediately places a debit hold and reduces the account's "available balance" by the amount of the authorized purchase.

119. During the days-long interval between the time the debit card purchase is authorized by BofA and the time it "settles," BofA posts *other* transactions to the account.

120. BofA charges overdraft fees on those *other* transactions when the account balance, which has already been reduced by the amount of the original debit card transaction, is insufficient to fully cover those transactions.

121. BofA charges overdraft fees to the account immediately, *further* reducing the available balance in the amount of \$35 per overdraft fee.

122. Then, when the first transaction "settles," the Bank charges yet another overdraft fee on the transaction, even though it had already set aside money to pay that transaction—and even where the only reason the transaction is considered "overdrawn" is because of overdraft fees its own hold caused.

123. Indeed, instead of using the set-aside money to pay the original debit card transactions, Bank of America uses the set-aside money *to pay itself back for overdraft fees it charges on the intervening transactions—then charges an overdraft fee on the original transaction for a purported lack of sufficient funds.*

124. In short, the first transaction is only considered “overdraft” because of the overdraft fee its own “hold” caused, and BofA simply used the re-credited “hold” money to repay itself for the intervening overdraft fee prior to charging an overdraft fee on a transaction that it had initially authorized into an available balance. This exact scenario befell Bodnar.

125. On 1/28/2013 and 1/29/2013, BofA charged Bodnar a total of three overdraft fees—at least one too many.

126. On 1/28/2013, an ATM and an ACH transaction came into post, and in both cases, the ledger balance was positive, but the available balance was negative. The ATM transaction did not result in a fee due to an unrelated Bank policy, but BofA charged an overdraft fee on the \$30 ACH transaction. That overdraft determination resulted in an overdraft fee, which then immediately reduced Bodnar’s available balance by a further \$35.

127. Importantly, the only reason the bank charged an overdraft fee on the ACH transaction is because of two debit “holds” it had placed previously, which reduced the available balance by \$180 and \$29.99, respectively. Those debit holds were in place at the time of the ATM and ACH transactions, leaving a depleted available balance for subsequent transactions.

128. Then, on 1/29/2013, both the \$180.00 and the \$29.99 charges settled. In addition, a third debit charge, also for \$29.99, also settled. Due to an intervening \$90 credit that Bodnar made, the \$180.00 did not post to a negative available balance, and no overdraft fee was charged. However, BofA *did* charge an overdraft fee on the \$29.99 debit for which a hold was previously in place—even though it had placed funds on hold for that amount at the time of initiation, and even though that hold had contributed to the overdraft fee on the ACH transaction on 1/28.

129. The only reason the \$29.99 debit incurred an overdraft fee at all is because of the \$35 overdraft fee from the day before. Without that overdraft fee, there would still have been



positive available funds at the time of settlement, even after BofA's other machinations. And that \$35 overdraft fee was charged (on the ACH transaction) because the \$29.99 debit hold contributed to the lowered available balance.

130. In other words, at least one of the 1/29/2013 transactions for \$29.99 was subject to an overdraft fee *only because* the available balance on that day had been reduced by a different overdraft fee that posted earlier. And that overdraft fee that posted earlier was only incurred because of the debit holds in place on the prior day. In this way, *BofA charges overdraft fees on overdraft fees*. The example reveals that BofA uses the available balance in order to manufacture overdraft fees, which in turn decimates the available balance for transactions posting subsequently. So even when—as happened here—Bodnar put \$90 in real money into her account to make up for a slight overdraw, a huge chunk of that money was eaten up by an overdraft fee. In short, BofA did everything it could to prevent her from curing her small, \$12 mistake.

#### Double-Counting Permutation #2

131. An accountholder makes a recurring debit card purchase, which BofA authorizes into a positive available balance. (In other words, there are sufficient available funds to cover that purchase in full at the time it is made.)

132. Before that item “settles,” another debit card transaction is authorized, but does not settle, reducing the available balance below zero.

133. When the first transaction then settles, BofA charges an overdraft fee on it—even though it had set aside funds to pay that transaction via a hold, and even though the available balance on that transaction did not change at the time of settlement.

134. Then, when the second transaction settles later, it also is subjected to an overdraft fee.

#### **H. Bodnar's Experience**

135. Bodnar was assessed four overdraft fees on May 29, 2013, for transactions that were posted to her account on May 28, 2013, despite her account having a positive ledger balance at all times on May 28, 2013.

136. Thus, Bodnar's account was assessed overdraft fees due to a negative "available balance," created as a result of "holds" on transactions that were authorized and approved on or before May 28, 2013, but that had not yet settled to Bodnar's account.

137. Then, on May 29, 2013, the following three transactions, which were authorized prior to May 29, 2013, settled to Bodnar's account: (1) \$180.00 debit card purchase authorized on May 28, 2013; (2) \$29.99 debit card transaction authorized on May 28, 2013; and (3) \$9.40 debit card transaction authorized on May 27, 2013. Each of these transactions had been authorized and approved into a sufficient available balance.

138. BofA placed holds in the total amount of the three transactions (\$219.39). On May 28, that had the effect of reducing Bodnar's "available balance" by that same amount. The reduction in Bodnar's available balance by the amount of the held transactions resulted in overdraft fees for the recurring debit card transactions, ACH transactions, and check transaction (all transactions other than one-time debit card transactions) that settled on May 28, 2013.

139. Indeed, without these three holds, Bodnar's account would have had a sufficient available balance to pay *all* transactions that settled on May 28, 2013, and therefore, her account would not have been assessed *any* overdraft fees on May 29, 2013. Instead, pursuant to its

overdraft policy, BofA charged the maximum *four* overdraft fees on the above eligible transactions.

140. But BofA did not stop there. On May 30, 2013, BofA assessed overdraft fees for two of three held transactions that settled on May 29, 2013. Thus, BofA charged overdraft fees on the very same transactions that were authorized and approved into sufficient available balances and that it had used to reduce Bodnar's available balance on May 28, 2013, which in turn, contributed to the assessment of four overdraft fees on that date.

141. BofA assessed overdraft fees on the held transactions even though it had sequestered available funds for those transactions at the time they were authorized.

### **CLASS ALLEGATIONS**

142. Bodnar brings this action on behalf of herself and all others similarly situated pursuant to Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

143. The proposed classes are defined as:

All Bank of America checking account holders in the United States who, from May 25, 2011, through the date of class certification, were charged overdraft fees on transactions that were authorized into a positive available balance (the "National Class").

All Bank of America checking account holders in Pennsylvania who, from May 25, 2011, through the date of class certification, were charged overdraft fees on transactions that were authorized into a positive available balance (the "Pennsylvania Sub-Class").

All Bank of America checking account holders in the United States who, from May 25, 2011, through the date of class certification, were charged overdraft fees on transactions that were authorized into a positive available balance, and those same transactions also contributed to overdraft fees for subsequent transactions (the "National Double-Counting Class").

All Bank of America checking account holders in Pennsylvania who, from May 25, 2011, through the date of class certification, were charged overdraft

fees on transactions that were authorized into a positive available balance, and those same transactions also contributed to overdraft fees for subsequent transactions (the “Pennsylvania Double-Counting Sub-Class”).

The National Classes and the Pennsylvania Subclasses are collectively referred to as the “Classes.”

144. The above Classes expressly exclude all claims released by the Settlement Agreement and Release in the actions titled: *Tornes, et al. v. Bank of America, N.A.*, S.D. Fla. Case No. 1:08-cv-23323-JLK; *Yourke, et al. v. Bank of America, N.A.*, S.D. Fla. Case No. 1:09-cv-21963-JLK, N.D. Cal. Case No. 3:09-2186; and *Phillips, et al. v. Bank of America, N.A.*, S.D. Fla. Case No. 1:10-cv-24316-JLK, W.D. Okla. Case No. 5:10-cv-01185-R.

145. Bodnar reserves the right to modify or amend the definition of the proposed Classes before the Court determines whether certification is appropriate.

146. Excluded from the Classes are BofA, its parents, subsidiaries, affiliates, officers and directors, any entity in which BofA has a controlling interest, all customers who make a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

147. The members of the Classes are so numerous that joinder is impractical. The Classes consist of thousands of members, the identity of whom is within the knowledge of and can be ascertained only by resort to BofA’s records.

148. The claims of the representative Bodnar are typical of the claims of the Classes in that the representative Bodnar, like all Class members, was charged overdraft fees by BofA as a result of charging overdraft fees on transactions that were authorized into a sufficient available balance, but whose available balances were insufficient at the time the transactions were settled. The representative Bodnar, like all Class members, has been damaged by BofA’s misconduct in

that they have been assessed unfair and unconscionable overdraft charges. Furthermore, the factual basis of BofA's misconduct is common to all Class members, and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Classes.

149. There are numerous questions of law and fact common to the Classes and those common questions predominate over any questions affecting only individual Class members.

150. Among the questions of law and fact common to the Classes are whether BofA:

a. Imposed overdraft fees on recurring debit card transaction when those transactions were authorized into sufficient available balances or funds available;

b. Breached its covenant of good faith and fair dealing with Bodnar and other members of the Classes through its overdraft policies and practices on APPSN Transactions;

c. Converted money belonging to Bodnar and other members of the Classes through its overdraft policies and practices;

d. Was unjustly enriched through its overdraft policies and practices; and

e. Violated the consumer protection acts of certain states through its overdraft policies and practices.

1. Other questions of law and fact common to the Classes include:

f. The proper method or methods by which to measure damages, and

g. The declaratory relief to which the Classes are entitled.

151. Bodnar's claims are typical of the claims of other Class members, in that they arise out of the same wrongful overdraft policies and practices of BofA's Account Agreement and other related documents. Bodnar has suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

152. Bodnar is committed to the vigorous prosecution of this action and has retained

competent counsel experienced in the prosecution of class actions and, in particular, class actions on behalf of consumers and against financial institutions. Accordingly, Bodnar is an adequate representative and will fairly and adequately protect the interests of the Classes.

153. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of BofA, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and BofA's misconduct will proceed without remedy.

154. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**  
**(On Behalf of the Classes)**

155. Bodnar repeats and incorporates all allegations made above.

156. Bodnar and BofA have contracted for bank account deposit, checking, ATM, and debit card services, as embodied in BofA's Account Agreement and related documentation.

157. As alleged in greater detail above, the Bank misrepresented in the account documents its true debit card processing and overdraft fee practices and breached the express terms of the account documents. Those breaches are summarized below, while also incorporating the other, more detailed, allegations of the express breach of contract.

158. In plain, clear, and simple language, the checking account contract documents promise that the Bank will only charge overdraft fees on transactions with insufficient available funds to “cover” a given transaction. Ex. A, December 2012 Deposit Agreement, at 11 (emphasis added). The Bank breaches this plain contractual promise when it assesses overdraft fees on APPSN Transactions that do have sufficient available funds to “cover” them throughout their lifecycle.

159. The Bank breached promises included in the account documents by: making overdraft fee determinations on balances other than the “available” balance or funds available; assaying debit card transactions more than once to determine whether the transaction is overdrawn; and debiting an account in two different instances for the same transaction.

160. The Bank misrepresented its actual practices when it stated that held funds are not applied to specific debit card transactions, and that intervening transactions can “reduce[] the available funds in your account below the amount of the debit card transaction.”

161. No contract provision authorizes BofA to charge overdraft fees on APPSN Transactions; to or to “double-count” debit card transactions for purposes of assessing overdraft fees.

162. Therefore, BofA breached the terms of its account documents by charging overdraft fees on transactions that were authorized into a sufficient available balance, but whose available balances were insufficient at the time the transactions were settled.

163. Bodnar and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the account documents. Bodnar and members of the Classes have sustained damages as a result of BofA's breach of the account documents.

**SECOND CLAIM FOR RELIEF**  
**Breach of the Covenant of Good Faith and Fair Dealing**  
**(On Behalf of the Classes)**

164. Bodnar repeats and incorporates all allegations made above.

165. Bodnar and BofA have contracted for bank account deposit, checking, ATM, and debit card services, as embodied in BofA's Account Agreement and related documentation.

166. Under the laws of the states where BofA does business, good faith is an element of every contract pertaining to the assessment of overdraft fees. Whether by common law or statute, all such contracts impose upon each party a duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing contracts and discharging performance and other duties according to their terms, means preserving the spirit – not merely the letter – of the bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to specify terms constitute examples of bad faith in the performance of contracts.

167. Subterfuge and evasion violate the obligation of good faith in performance even when an actor believes their conduct to be justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more than honesty. Examples of bad faith are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

168. BofA has breached the covenant of good faith and fair dealing in the Account Agreement through its overdraft policies and practices as alleged herein. BofA harms consumers



by abusing its contractual discretion in a number of ways which no reasonable consumer would anticipate. Those breaches are summarized below, while also incorporating the other, more detailed, allegations of the implied breach of contract.

169. First, the Bank enjoys a huge amount of discretion in how to calculate the central term in this litigation: available funds or available balance. Those terms are not defined in the contracts—though the terms “Collected Balance,” “End of Day Balance,” and “Ledger Balance” are defined. BofA uses its contractual discretion to set the meaning of that term to choose a meaning that directly causes more overdraft fees.

170. Second, the term “to cover” a transaction is similarly undefined: “You can avoid fees for overdrafts...by making sure that your account always contains **sufficient available funds to cover** all of your transactions.” Ex. A, December 2012 Deposit Agreement, at 11. The Bank uses its discretion to define “to cover” in a manner contrary to any reasonable, common sense understanding of that term. In the Bank’s definition, a transaction is not “covered” even if the Bank sequesters sufficient available funds for that transaction.

171. Third, the Bank maintains discretion to selectively charge overdraft fees on certain transactions it considers “overdrawn,” but not others. It uses that discretion to charge overdraft fees on APPSN Transactions that no reasonable consumer would believe could cause overdraft fees—because those transactions were authorized into positive available funds, and as discussed below, BofA’s own consumer research indicates that consumers understand checking accounts are debited immediately for debit card transactions.

172. Fourth, the Bank maintains discretion to selectively charge overdraft fees on certain transactions it considers “overdrawn,” but not others. BofA exploit this discretion to

charge overdraft fees on all supposedly overdrawn recurring debit card transactions, including APPSN Transactions.

173. Fifth, the Bank uses its contractual discretion to “determine” whether a transaction has sufficient available funds more than once, so that transactions already “determined” once to have sufficient funds can be tested again: “**When we determine** that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item . . . [W]e either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item). **We pay overdrafts at our discretion.**” Ex. A, December 2012 Deposit Agreement, at 11-12 (emphasis added).

174. Sixth, in the Card Agreement, BofA uses its discretion to define the meaning of a “hold” in a way that increases overdraft fees. The Bank informs the customers that it has the discretion to decide whether to place a hold on funds at the time of posting: “When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, **we may place a hold** on the funds.” Ex. H, Important Information Brochure: Card Agreement and Disclosure, April 1, 2013, ¶ 4b (emphasis added). Not only does the Bank use its discretion to apply a hold each and every time, but it uses its discretion to apply a type of “hold” that is a farce. The “hold” that Bank applies results in sequestration of funds, including denial of customer access to funds, but then does not actually use those funds to “cover” the transaction when it settles.

175. Seventh, the Bank reserves for itself contractual discretion regarding posting order of debit card transactions: “**We may determine in our discretion the order that we process and post credits, debits and holds to your account.**” Ex. A, December 2012 Deposit

Agreement, at 14 (emphasis added). With respect to “posting,” BofA uses a secret, undisclosed policy during nightly batch processing that maximizes the impact of holds on overdraft fees. Of the myriad possibilities for how to order debits and holds during nightly batch processing, BofA chooses the one that maximizes overdraft fees: it credits hold amounts, then immediately re-debits associated transactions.

176. BofA uses all of these contractual discretion points to extract overdraft fees on transactions that no reasonable consumer would believe could cause overdraft fees.

177. Bodnar and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the account documents.

178. Bodnar and members of the Classes have sustained damages as a result of BofA’s breach of the covenant of good faith and fair dealing.

**THIRD CLAIM FOR RELIEF**  
**Conversion**  
**(On Behalf of the Classes)**

179. Bodnar repeats and incorporates all allegations made above.

180. BofA had and continues to have a duty to maintain and preserve its customers’ checking accounts and to prevent their diminishment through its own wrongful acts.

181. BofA has wrongfully collected overdraft fees from Bodnar and the members of the Classes, and has taken specific and readily identifiable funds from their accounts in payment of these fees in order to satisfy them.

182. BofA has, without proper authorization, assumed and exercised the right of ownership over these funds, in hostility to the rights of Bodnar and the members of the Classes, without legal justification.

183. BofA continues to retain these funds unlawfully without the consent of Bodnar or members of the Classes.

184. BofA intends to permanently deprive Bodnar and the members of the Classes of these funds.

185. These funds are properly owned by Bodnar and the members of the Classes, not BofA, which now claims that it is entitled to their ownership, contrary to the rights of Bodnar and the members of the Classes.

186. Bodnar and the members of the Classes are entitled to the immediate possession of these funds.

187. BofA has wrongfully converted these specific and readily identifiable funds.

188. BofA's wrongful conduct is continuing.

189. As a direct and proximate result of this wrongful conversion, Bodnar and the members of the Classes have suffered and continue to suffer damages.

190. By reason of the foregoing, Bodnar and the members of the Classes are entitled to recover from BofA all damages and costs permitted by law, including all amounts that BofA has wrongfully converted.

**FOURTH CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(On Behalf of the Classes)**

191. Bodnar repeats and incorporates all allegations made above.

192. Bodnar alleges that the contract language discussed above does not directly address and govern all of the unjust conduct alleged herein. Moreover, Bodnar alleges that the purported contract is unenforceable and illusory based on BofA's unlawful conduct, anticipatory breach, and misrepresentations contained within the purported contract.

193. Therefore, in the alternative to her breach of contract claims, Bodnar, on behalf of herself and the Classes, asserts a common law claim for unjust enrichment.

194. By means of BofA's wrongful conduct alleged herein, BofA knowingly provided banking services to Bodnar and members of the Classes that was unfair, unconscionable, and oppressive.

195. BofA knowingly received and retained wrongful benefits and funds from Bodnar and members of the Classes. In so doing, BofA acted with conscious disregard for the rights of Bodnar and members of the Classes.

196. As a result of BofA's wrongful conduct as alleged herein, BofA has been unjustly enriched at the expense of, and to the detriment of, Bodnar and members of the Classes.

197. BofA's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

198. Under the common law doctrine of unjust enrichment, it is inequitable for BofA to be permitted to retain the benefits it received, and is still receiving, without justification, from the imposition of overdraft fees on Bodnar and members of the Classes in an unfair, unconscionable, and oppressive manner. BofA's retention of such funds under circumstances making it inequitable to do so constitutes unjust enrichment.

199. The financial benefits derived by BofA rightfully belong to Bodnar and members of the Classes. BofA should be compelled to disgorge in a common fund for the benefit of Bodnar and members of the Classes all wrongful or inequitable proceeds received by them. A constructive trust should be imposed upon all wrongful or inequitable sums received by BofA traceable to Bodnar and the members of the Classes.

200. Bodnar and members of the Classes have no adequate remedy at law.

**FIFTH CLAIM FOR RELIEF**  
**Pennsylvania's Unfair Trade Practices and Consumer Protection Law**  
**(On Behalf of the Pennsylvania State Subclasses)**

201. Bodnar repeats and incorporates all allegations made above.

202. This claim is asserted on behalf of the members of the Pennsylvania Subclass under Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), PA ST 73 P.S. § 201-1, *et seq.*

203. BofA engaged in unfair and/or deceptive acts or practices relating to the imposition of overdraft fees on consumers, in violation of the UTPCPL, PA ST 73 P.S. § 201-1, *et seq.*

204. The UTPCPL, PA ST 73 P.S. § 201-3 prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

205. PA ST 73 P.S. § 201-2(4)(xxi) defines "unfair methods of competition" and "unfair or deceptive acts or practices" as "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding."

206. Pursuant to PA ST 73 P.S. § 201-9.2, *et seq.*, Bodnar and members of the Pennsylvania Subclass purchased services, in the form of banking services, from BofA that were used primarily for personal, family or household purposes.

207. BofA engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated the UTPCPL by, *inter alia*, knowingly and intentionally employing an unfair and deceptive policy and practice of charging overdraft fees on transactions that were approved and authorized into a sufficient available balance, and misrepresenting and failing to disclose its policy and practice of charging overdraft fees on transactions that were approved and authorized into a sufficient available balance in its Account Agreement and related documents.

208. BofA also engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated the UTPCPL by, *inter alia*, knowingly and intentionally employing an unfair and deceptive policy and practice of using the available balance at both the time of a transaction's authorization and settlement to make two separate overdraft fee determinations for a single transaction, and misrepresenting and failing to disclose its policy and practice of using the available balance at both the time of a transaction's authorization and settlement to make two separate overdraft fee determinations for a single transaction in its Account Agreement and related documents.

209. BofA also engaged in unlawful conduct, made affirmative misrepresentations, or otherwise violated the UTPCPL by, *inter alia*, abusing its discretion to interpret undefined terms in a manner harmful to consumers and beneficial to BofA.

210. BofA intended that Bodnar and the members of the Pennsylvania State Subclass rely on the acts of concealment and omissions, so that Bodnar and the members of the Pennsylvania State Subclass would continue to incur overdraft fees.

211. BofA's conduct caused Bodnar and the members of the Pennsylvania State Subclass to suffer ascertainable losses in the form of excessive overdraft fees that, but for BofA's unfair and deceptive policy of charging overdraft fees on transactions that were approved and authorized into a sufficient available balance and using the available balance at both the time of a transaction's authorization and settlement to make two separate overdraft fee determinations for a single transaction, would not otherwise have been imposed.

212. A causal relationship exists between BofA's unlawful conduct and the ascertainable losses suffered by Bodnar and the members of the Pennsylvania State Subclass. Had BofA charged overdraft fees on transactions only if they were approved and authorized into

an insufficient balance, and made only a single overdraft fee determination for each transaction, Bodnar and the members of the Pennsylvania State Subclass would not have incurred excessive overdraft fees in violation of the UTPCPL.

213. As redress for BofA's repeated and ongoing violations of the UTPCPL, Bodnar and the Pennsylvania State Subclass are entitled to, *inter alia*, damages and declaratory relief.

**PRAYER FOR RELIEF**

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

1. Declaring BofA's overdraft fee policies and practices to be wrongful, unfair and unconscionable;
2. Restitution of all overdraft fees paid to BofA by Bodnar and the Classes, as a result of the wrongs alleged herein in an amount to be determined at trial;
3. Disgorgement of the ill-gotten gains derived by BofA from its misconduct;
4. Actual damages in an amount according to proof;
5. Punitive and exemplary damages;
6. Pre-judgment interest at the maximum rate permitted by applicable law;
7. Costs and disbursements assessed by Bodnar in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
8. Such other relief as this Court deems just and proper.



Dated: August 24, 2015.

/s/ James C. Shah

James C. Shah

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*Counsel for Bodnar and the Proposed Classes*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 24, 2015, I electronically filed the forgoing document with the Clerk of the Court using the CM/ECF system, which will cause a true and correct copy to be served via e-mail on all ECF-registered counsel of record.

/s/ Hassan A. Zavareei  
Hassan A. Zavareei

# **EXHIBIT A**

# Deposit Agreement and Disclosures

*Effective December 5, 2012, for deposit accounts in the following states:*

*Arizona, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Washington and Washington D.C.*



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Bank of America, N.A. Member FDIC.

Applies to accounts opened in AR, AZ, CA, CT, DE, FL, GA, IA, ID, IL, IN, KS, MA, MD, ME, MI, MO, NC, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, TN, TX, VA, WA and Washington D.C.

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## Welcome to Bank of America

Thank you for opening and keeping an account with us.

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

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

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

### How to Get Started

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

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

- **Scheduled Savings Transfers** – helps make saving easier by automatically transferring money from your checking account to your savings account.
- **Keep the Change** – helps you grow your savings by automatically transferring money from your personal checking to your savings with each eligible debit card purchase.
- **Overdraft Protection Service** from another linked account, such as your savings or credit card account – helps you avoid overdrafts and declined or returned checks and other items by automatically transferring available funds from your linked account to your checking account.

### How to Access Your Account

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

- At our **banking centers** and at **Bank of America ATMs**.
- Through our **Online Banking Service** at [www.bankofamerica.com](http://www.bankofamerica.com)
- By **calling customer service** at the number on your account statement.

You can locate our nearest banking center or ATM on our website at [www.bankofamerica.com](http://www.bankofamerica.com)

## The Agreement for Your Account

### Binding Contract

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

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

When you complete our account opening documents (as an example, you sign our signature card), request an account, or keep your account open, you acknowledge that you have

reviewed and understand the terms of this Agreement and you agree to be governed by these terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account and your deposit relationship.

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

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

### Changes to This Agreement

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

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

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

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

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

### Closing an Account

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

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

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

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

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

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

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

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

### Governing Law

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

## Explanation of Some Terms

### Definitions

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

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

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

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

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

**Business days** – our business days are Monday through Friday, excluding bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a banking center is still open. Hours of the business day for an ATM or banking center are available at the ATM or banking center.

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

**End-of-day balance** is the amount that we determine is in the account for a day after we finish processing that day's transactions.

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

ticket and a deposit adjustment. Item may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

**Ledger balance** is the beginning balance in the account each day.

**Minimum daily balance** – the lowest end-of-day balance in the account during a statement cycle.

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

### Headings and Interpretation

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

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

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

## Information About You and Your Account

### Information You Give Us

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

### Identification

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

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

access to your funds. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded.

### Bank of America's Privacy Policy for Consumers

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

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

### Sharing Information with Affiliates

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

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

### Credit Reports and Other Inquiries

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

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

### Disclosing Information About You and Your Account

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

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

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

In the event of a conflict between the terms of this section and the terms of our *Privacy Policy for Consumers*, the terms of our *Privacy Policy for Consumers* governs.

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



### Telephone Calls: Calling, Monitoring and Recording

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

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

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

### Release of Information

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

## Account Ownership

### Some General Terms

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

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

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

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

### Some Basic Terms for Joint Accounts

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

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

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

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

Each co-owner is jointly and severally liable to us for all fees, charges and other amounts owed to us on, and all costs, losses and liabilities related to, this Agreement or the account.

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

### Some Basic Terms for "Payable on Death" Accounts

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

During your lifetime, a POD account belongs to you. You may close the account, remove or add one or more POD beneficia-

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

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

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

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

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

### Transferring Ownership

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

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



## Checking and Savings Accounts

### Types of Accounts

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

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

### Eligibility for NOW Accounts

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

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

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

### Demand Deposit Accounts

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

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

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

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

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

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

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

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

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

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

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

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

### Combined Balance Service

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

You must tell us what other accounts you want us to link to your checking account for pricing. We do not link your other accounts for pricing unless you tell us to do so. An account can only be linked for pricing to one checking account at a time. To determine what accounts are linked for pricing, please call us.

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

When we calculate the combined balance, we may ignore accrued interest. For each linked account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account.

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

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

### Limits on Linking Accounts

Some restrictions apply to what accounts can be linked to checking for pricing, including the following. You can generally link accounts that are located in the same state as your checking account. In some states you can also link accounts located in different states. You may only link an account to one checking account at a time. At least one of the owners of the linked account must also be an owner of the checking account. You may not link personal and business accounts together.

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

### Limits on Withdrawals and Transfers from Savings Accounts

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

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

- Preauthorized transfers from your savings account (including transfers for overdraft protection).
- Telephone transfers from your savings account. Telephone transfers include instructions to transfer funds sent to us by facsimile or other electronic transmission.
- Online banking transfers or bill payment transfers from your savings account.
- If checks, drafts or debit cards are allowed on your savings account, no more than three of the six transactions may be checks, drafts or point-of-sale transactions.

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

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

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

Note: A fee may apply to some withdrawals or transfers. Please see the *Schedule of Fees* for your account.

## Time Deposit or CD Account

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

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

A time deposit account is neither transferable nor negotiable.

### Types of CDs

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

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

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

### How we Calculate Interest on CDs

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

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

compound interest monthly and we credit interest to your account monthly and at maturity or disburse it to you according to the interest disbursement option you select.

- We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. The daily rate is  $1/365$  — or in a leap year we may use  $1/366$  — of the interest rate.
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

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

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

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

### Disbursing Interest

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

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

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

### CDs That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. We reinvest both principal and interest, unless you elected to have your interest disbursed. (See *Disbursing Interest* in this chapter.)

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

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

### CDs That Do Not Automatically Renew

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

### Grace Period

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

### Deposits to a CD

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

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

### Early Withdrawals

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

At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. We may deduct the penalty from your interest or principal.

The early withdrawal penalty is:

- For CDs with terms of less than 12 months, the penalty is an amount equal to \$25 plus 1% of the amount withdrawn
- For CDs with terms of 12 months or longer, the penalty is an amount equal to \$25 plus 3% of the amount withdrawn

If the withdrawal occurs within six days after the date the account either opens or renews, or within six days after a partial withdrawal, we calculate the amount of the early withdrawal penalty as above, but in no event will the penalty be less than an amount equal to seven days interest.

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

If we paid you a cash bonus within the current term of your CD, we add that bonus to the early withdrawal penalty. For a Risk Free CD, we waive the early withdrawal penalty on withdrawals made after the first six days of the account term (or after the first six days following any partial withdrawal).

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

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

### Closing or Redeeming a CD

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

## Information About Fees and Charging Your Account

### Fees

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

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

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

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

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

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

### Charging an Account

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

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

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

## Insufficient Funds - Overdrafts and Returned Items

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

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

### Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection

plans and have enough available funds in the linked account under the Overdraft Protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

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

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

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

Sometimes funds in your account are not available to cover your checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. As examples of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

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

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

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

**What are everyday non-recurring debit card transactions and what are recurring debit card transactions?** Everyday non-recur-

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

### Extended Overdrawn Balance Charge

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

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

### Personal Accounts - Overdraft Practices and Settings

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

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



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

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

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

### Business Accounts - Overdraft Practices and Settings

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

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

### Posting Orders

We determine the order in which we process and post deposits and other credits and checks and other items to your account.

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

### Occurrences

An "occurrence" is a day during which your account has at least one overdraft item or returned item. The fee for each overdraft item and each returned item may vary based on the number of occurrences for your account during the current monthly statement cycle and preceding 12 monthly statement cycles. If we transfer your account to another banking center or convert it to a different type of account, your record of overdraft items and returned items continues to apply.

### Overdraft Protection Plans

We recommend that you enroll in one of the optional Overdraft Protection plans described below to help protect your account from overdrafts and declined or returned items. The fees under these plans may be less expensive than the fees for overdrafts and returned items.

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

Please note the following. Some of these Overdraft Protection plans are not available in all states. Only one plan can be linked to a checking account at a time. Some checking accounts are not eligible for these plans. Under some plans we make transfers in a minimum amount so we might not make a transfer if you do not have at least the minimum transfer amount available under the plan. To link accounts under these plans, at least one of the owner(s) of the checking account must usually be an owner of the other account. Certain other restrictions apply.

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

When you do not have enough available funds in your checking account to cover an item, we may automatically transfer funds from the available balance in your other deposit account to your checking account. We generally charge an overdraft protection transfer fee for each transfer. Funds you deposit into

your other deposit account may not be available immediately for overdraft protection transfers. If you use your savings account for this service, each transfer counts as one of the six limited transactions you are allowed each month from your savings account. We cancel this Overdraft Protection plan if your checking account or other deposit account is closed.

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

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

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

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

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

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

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

## Processing and Posting Orders

### Processing and Posting Orders

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account.

As examples: Credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and Online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to cash withdrawals and electronic transfers.

### Debit Categories

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. As an example, we may treat ATM withdrawals and debit card purchases as one category, and checks as another category, and then process and post ATM withdrawals and debit card purchases before we process and post checks. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.

### Transactions Made After Business Day Ends

Some transactions that you make late in the day, after our business day has ended, are still included in the balance for your account that we use to process your transactions for that day. These transactions are listed below.

The following credit transactions increase your balance: cash deposited at a Bank of America ATM or at a banking center and transfers to your account from another Bank of America deposit account made at a Bank of America ATM, at a banking center, through Online Banking or by calling customer service. The following debit transactions reduce your balance: cash withdrawals made at a Bank of America ATM or at a banking center and transfers from your account made at a Bank of America ATM, at a banking center, through Online Banking or by calling customer service.

We show these transactions as posting to your account on our next business day, even though we included them in the balance we use to process your transactions on our prior business day. This process may impact when fees apply to your account. The credits can help you avoid overdrafts, returned items and related fees the prior business day. However, the debits may cause you to incur overdrafts, returned items and related fees.

#### Posting Order Determined at End of Day

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

#### High to Low Dollar Posting

We ordinarily process and post debits within each category from the highest to lowest dollar amount, regardless of the order in which they occur or we receive them. When you do not have enough available funds in your account to cover all of the items we receive that day, high-to-low posting order may result in more overdraft items and returned items and more fees than may have resulted if we had used another posting order.

#### Overdraft Fees

Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result.

You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transactions. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included some funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds.

## Processing Deposits and Cashed Items

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

#### Cashing Items or Accepting Items for Deposit

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

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

**Deposit Slips** You should always use our personalized deposit slips with your preprinted name and account number. If you use

a blank deposit slip from one of our banking centers, rather than your personalized deposit slip, we are not liable to you for errors that may result from your or our hand encoding the account information.

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

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

#### Checks Lost in the Collection Process

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

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

#### Collection Items

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

We charge fees for processing collection items. Financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

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

#### Demand Drafts and Remotely Created Checks

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

#### Deposit Preparation and Acceptance

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

If we credit your account for a deposit and provide you with a receipt, we may use the amount shown on the deposit slip or otherwise specified by you. The amount of the credit is subject to subsequent verification by us and, after review, we may adjust your account for any errors.

Any of our employees or authorized agents may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made thru the mail, a lobby box, a night depository, or other automated depository. You agree not to dispute that employee or agent's determination of the amount you delivered. We may treat these funds as not accepted by us for deposit until we have verified the amount.

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

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

#### Deposit Error Correction

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit

or credit) your account. We report adjustments on your account statement. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

### Encoding Deposits

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

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

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

### Endorsing Checks

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

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

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1 1/2 inches from the trailing edge of the back of the check. You must also confine information that you place or have preprinted on the back of your checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements. The

trailing edge is the left side of the check when you look at it from the front.

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

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

### Identifying the Account for Your Deposit

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

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

### Overpayments and Reversals

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

### Returned Items

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

If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearing-house rule. We may also deduct from your account any interest you may have provisionally earned on the item. We may charge

you a fee for each returned item. Different fees may apply to domestic and foreign items. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic, automated clearinghouse ("ACH") or other means or on the day we receive notice that the item is being returned to us - whichever is earlier.

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

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

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

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

### Substitute Checks

You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents ("IRD") that purport to be substitute checks and have not been previously endorsed by a bank. If you cash or deposit such an

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

### Third-Party Endorsements

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

## When Funds are Available for Withdrawal and Deposit Holds

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

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

### Your Ability to Withdraw Funds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day



after the day we receive your deposit. Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) and incoming wire transfers available to you on the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

If you make a deposit on a business day that we are open at one of our banking centers before 2:00 p.m. local time, or at one of our ATMs before 2:00 p.m. local time in the state where we maintain your account, or such later time as is available at that banking center or posted at or on the ATM, we consider that day to be the day of your deposit. However, if you make a deposit in a banking center or at an ATM after such time, or on a day when we are not open, or it is not a business day, we consider that the deposit was made on the next business day we are open.

#### Longer Delays May Apply

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

#### Special Rules for New Accounts

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

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

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

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

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

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

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

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

#### Cash-Withdrawal Limitation

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

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

#### Holds on Other Funds

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

## Processing Withdrawals

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

#### Cashing Checks for You

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

We may cash checks payable to any signer on your account when endorsed by any other signer.

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

#### Cashing Your Checks for Others

If a person wants to cash your check in one of our banking centers, we may:

- require identification satisfactory to us,
- charge them a fee for cashing the check; and
- impose additional requirements, such as requiring their fingerprint or limiting the locations where we will pay the check in cash.

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

#### Checks with Legends or Restrictions

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

#### Collection Items

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

#### Check Stock and Ink

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

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon

truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

### Converting Checks to Electronic Debits

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

### Examining Checks

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

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

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

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

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

### Items Resulting from Voluntary Disclosure

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

### Large Cash Withdrawals

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

### Paying Checks and Other Items

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

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are

required to determine your account balance only once during this time period.

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

### Stale-Dated and Postdated Checks

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

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

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

### Unpaid Items

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

## Substitute Checks and Your Rights

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily

on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

### What is a substitute check?

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

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

### What are my rights regarding substitute checks?

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

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

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

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



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

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

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

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

Your claim must include—

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

## Notices, Statements and Other Communications

### General Terms for Notices, Statements and Other Communications

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

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

We may:

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

We are not responsible for communications, or for any checks or other accompanying items, lost while not in our possession. If we receive communications that we sent you at a banking center, they are deemed to have been delivered to you at the time that they are available to you at the banking center.

### Notices

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

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

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

### Statements

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

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

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

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

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

**For analyzed business checking accounts,** you can elect to receive an additional monthly account analysis statement. This statement includes balance and float information, quantity of services used during the period, fees and charges for these services and the earnings allowance, if any.

**For IRAs,** we provide you with a quarterly statement.

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

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

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

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

### Check Image, Safekeeping and Enclosure Services

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

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

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

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

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

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

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

**Check Enclosure Service** This service is no longer available for most accounts. We return with your statement canceled

checks that we received and posted to your account during the statement cycle. We may also provide you with images of your canceled checks.

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

#### Your Address and Change of Address

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

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

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

## Actions You Can Take to Help Protect Your Account

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

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

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

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

or has any value at all, when you give it to us and ask us to cash or deposit it.

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

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

#### Review Statements and Report Suspected Problems

**Immediately** You must promptly review the notices, statements and other communications, along with any accompanying checks and other items, we send you. You must also report problems or unauthorized transactions to us immediately, by calling the number for customer service on your statement. See *Reporting Problems*.

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

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

#### Other Actions You Can Take

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

- Do not share your passwords, user numbers or Personal Identification Number (PIN) for Online Banking or your ATM or debit card.
- Call us if your new check order or debit card does not arrive within 14 business days.
- Be cautious about giving someone your account number. If you give your account number to a third person

and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.

- Do not give anyone a pre-signed blank check. Do not give anyone permission to sign your name on a check.
- Do not preprint your driver's license or Social Security Number on your checks.
- Write checks in a dark colored permanent ink and fill in all lines. Make sure the written and numeric amounts match, are readable and begin on the far left of the line so additional numbers or words cannot be added.
- Write and sign your checks clearly, because illegible checks are easier to forge.
- Use tamper resistant checks. If you do not order checks through us, ask your check vendor about tamper resistant checks.
- Store blank checks, deposit slips and statements in a safe place and audit your check stock frequently. When discarding, destroy them by shredding or other means so they cannot be copied or used. Call us immediately if any of these items are lost, stolen or missing.
- Use the same precautions that apply to your checks to your endorsement and signature stamps.
- Do not leave outgoing mail in an unlocked collection box or in your residence mailbox. Deposit outgoing mail in a locked Postal Service mail deposit box.
- Keep accurate records of your transactions and reconcile your statements as soon as they are made available to you. Pick up your mail everyday. When reviewing your statements, watch for:
  - Checks cashed out of sequence or made payable to cash
  - Use of a check number from a previously cleared item
  - Balance discrepancies or unexpected fluctuations
- Reconcile your account yourself. If you have authorized someone else to transact on your account and you do not reconcile your account yourself, someone other than an authorized signer should reconcile your accounts.
- Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks.

## Reporting Problems

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

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

#### Your Responsibility

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, Personal Identification Numbers and other access devices. It is your responsibility to keep them safe and secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

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

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

### What Are Problems and Unauthorized Transactions

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

### Reviewing Your Account Statements

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

- to review your statements, checks and other items and reconcile them as soon as they are made available to you;
- that our statements provide sufficient information to determine the identification and authenticity of any transaction including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- to report any problems or unauthorized transactions as soon as possible; and
- that 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60-day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account. For substitute checks, you must notify us within 40 days to qualify for an expedited recredit. See section titled *Substitute Checks and Your Rights*.

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

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

- you may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and

- you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

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

### Written Confirmation and Other Assistance

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

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

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

### Our Investigation and Maximum Liability

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

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

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

### Business Insurance

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you

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

### Opening a New Account

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

## Foreign Items and Foreign Currency

### What is a Foreign Item

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

### Be Cautious About Accepting Foreign Items

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

### Currency Exchange Rates

We may receive transactions related to your account or relationship with us for which we determine that it is appropriate to convert the transaction from a foreign currency to United States dollars or from United States dollars to a foreign

currency. As an example, we receive a wire denominated in a foreign currency for credit to your account. When we decide to convert a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

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

- our currency exchange rates for retail and commercial transactions, and for transactions effected after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large inter-bank transactions effected during a business day (the rates reported in *The Wall Street Journal* or elsewhere are usually for large inter-bank transactions); ;
- currency exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates; and
- currency exchange rates can be highly volatile and may change frequently during a day.

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

### Wires Sent to a Foreign Currency Account

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

### You May Not Write Foreign Currency Checks

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



## Processing and Collecting Foreign Items

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

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

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

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

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

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

When we credit your account for a foreign item, we use our applicable currency exchange rate on the day we credit the item to determine the amount of the credit. When we reverse a credit for a foreign item, we use our applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be

different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

## Other Terms and Services

### Account Changes

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

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

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

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

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

### Automatic Transfer Service

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

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

You must schedule transfers to pay a Bank of America loan for the due date each month. In most other cases, you may schedule transfers periodically on the dates and for the amounts that

you specify. Transfers can only be made on a business day. If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

### Check and Deposit Slip Forms

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

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

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

### Check Copies

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

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

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

### Compliance

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

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

### Conflicting Demands and Disputes

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

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

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

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

- continue to rely on current signature cards and other account documents;

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

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

#### Converting an Account

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

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

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

#### Cutoff Time for Receipt of Orders

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

The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your

account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

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

#### Death or Incompetence

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

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

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

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

#### Facsimile Signature

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

burse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

#### Deposit Insurance — Bank Assessment for Business Accounts

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

#### Fingerprint

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

#### "Freezing" Your Account

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

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

#### Indemnification and Limitation of Liability

You agree to reimburse us for all claims, costs, losses and damages (including fees paid for collection) we may incur with respect to overdrafts or returned deposits in connection with your account.

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

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

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

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

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

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

#### Legal Process — Subpoena and Levy

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

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

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

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

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

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

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

#### Multiple Signatures Not Required

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

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

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

#### Notice of Withdrawal

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

#### Powers of Attorney/Appointment and Payment to Agents

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

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

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require a separate form for each agent and for each account for which you want to grant power of attorney. We may require your agent to present the original form and refuse to

act on a copy. In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit your agent to conduct.

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

#### Records

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

#### Right of Setoff

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

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

If you are a sole proprietor, we may charge any of your personal or business accounts. We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. We may use funds held in your individual accounts to repay your obligations to us, whether owed by you individually or jointly with another, including obligations owed by you arising out of another joint account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts

after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds.

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

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

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

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

#### Sample of Your Signature

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

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

#### Stop Payment Orders and Postdating Orders

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

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

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



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

We use a computer system to identify items. Therefore, to place a stop payment order, we need the account number, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item.

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

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

If the item is presented to us for payment after the order expires, we may pay the item.

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

**Additional Information about Automated Clearing House (ACH) Stop Payment Orders** If we have not already paid an ACH debit from your account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three business days. If you give us oral instructions, we may require you to confirm them in writing. If you do

not, we may remove the stop payment after 14 days. Otherwise, your order is effective for six months. For recurring ACH debits on personal accounts, there is an exception. We keep an order you place on a recurring ACH debit in effect until the longer of either six months or until we believe the merchant has stopped submitting the recurring ACH debit.

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

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

You are responsible for notifying the sender of the ACH debit that you have revoked your previous authorization for ACH debits.

For more information on stopping a preauthorized payment on a personal account, see *Preauthorized Payments* in the section titled *Electronic Banking Services*.

### Sub-Accounts

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

### Unclaimed Property – Accounts Presumed Abandoned or Inactive

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

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period

of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

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

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

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

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

### Verification of Transactions and Right to Reverse Transactions

All transactions, including those for which we provide a receipt, are subject to subsequent verification and correction within our discretion. We do not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you.

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

**Waiver** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any

other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

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

**Change of Law by Agreement** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

## Electronic Banking Services

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

### Types of Electronic Banking Services

#### ATM and Debit Cards

We may issue you an ATM or debit card (either is called a "card") and a personal identification number (PIN) when you open your account. The terms that govern this service are in a separate agreement that you receive with your card. Please review that agreement carefully. The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

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

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

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

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

**Payments, Credits, and Transfers** You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearing-house association) or other similar networks. Electronic transfers may take various forms, such as:

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

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

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

## Access ID

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

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

You may request an Access ID and related security codes by calling customer service or at any banking center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, combined with additional security codes, may be required to obtain account information and transact other business.

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

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

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

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

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

**Small Business Access IDs** If you are a small business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Access ID and related security codes for each person who you determine needs access to your accounts. Your authorization (whether express or implied) for any individual to establish an Access ID shall constitute your authorization for the bank to provide account information to such individual and (unless

inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person's request. Such authorization supersedes any resolution, signature card or other document filed with the bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Access ID authorization is expressly modified or revoked.

## Electronic Banking Disclosures

**Personal deposit accounts** Our *Personal Schedule of Fees* describes our personal deposit accounts. The following provisions apply to electronic fund transfers to or from personal deposit accounts (sometimes referred to as "consumer deposit accounts") that are governed by Regulation E of the U.S. Federal Reserve Board. A personal deposit account is an account that is owned by a natural person and that is established primarily for personal, family, or household purposes.

**Business deposit accounts** Our *Business Schedule of Fees* describes our business deposit accounts. Business deposit accounts are accounts that are established primarily for business purposes. When you open one of our business deposit accounts, you represent and agree to that you are establishing it primarily for business purposes. The following provisions do not apply to business deposit accounts, although as a matter of practice we generally follow the error resolution procedures described below for business accounts. Please note that we are not required to follow these procedures for business accounts and that we may change our practice at any time without notice.

### Consumer's Liability for Unauthorized Transfers

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

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

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

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at

once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Note:** These liability rules are established by Regulation E. For personal deposit accounts, our liability policy regarding unauthorized debit card or ATM card transactions, and unauthorized Online Banking transactions may give you more protection, provided you report the transactions promptly. Please see the agreement you receive with your ATM or debit card and the Online Banking agreement.

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

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

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

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

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

Telephone: 1.800.432.1000

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

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

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

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

### Documentation of Transfers

**Receipts** You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point-of-sale



terminal. You may not get a receipt for small dollar transactions. Each transaction is subject to verification by us so the receipt is not final and our records will control if there is a conflict.

**Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.432.1000 to find out whether or not the deposit has been made.

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

#### Preauthorized Payments

**Right to Stop Payment and Procedure for Doing So** If you have told us in advance to make regular payments out of your account or you have authorized someone to debit your account through the ACH system, you can stop any of these payments.

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

You must notify us in time for us to receive your request three 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 may charge you a fee for each stop payment order you give.

You must give us the identifying information we request, including the exact account number and the exact amount of the payment. You also must notify the payee that you have withdrawn your authorization for the repeating electronic payments. See *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section for more information about ACH Stop Payment Orders.

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

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

#### Liability for Failure to Make Transfers

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

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

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

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

#### Fees

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

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

**In Case of Errors or Questions about your Electronic Transfers** Call or write us at the telephone number or address below, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

Call us at 1.800.432.1000 or write us at Bank of America, P. O. Box 53137, #7405, Phoenix, AZ 850723137.

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

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

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

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

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

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

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

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

## ATM Safety Tips and Safeguarding Your Account Information

The suggestions that follow offer some simple tips on exercising care when using an ATM and on protecting your card and PIN. We advise you to always use common sense and be aware of your surroundings before, during and after any ATM use.

#### Be Aware of Your Surroundings at ATMs

- Look around when you walk up to the ATM or exit the ATM. If you notice anyone or anything suspicious or that you deem unsafe, such as the lighting around the ATM not working, use another ATM or return later.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- When you use a drive-up ATM, be sure your passenger windows are closed and your doors are locked.
- If you must use an ATM at night, consider taking someone with you.
- The activity around Bank of America ATMs may be monitored or recorded by surveillance cameras.
- Contact the police or a security officer if you see any suspicious activity at the ATM.

#### Protect Your Privacy

- While at the ATM, enter your PIN discreetly, shield the keypad with your hand or body. After completing your transaction, be sure to put away your card, cash and transaction record before exiting the ATM area. Count the cash later in your locked car or home.
- Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.

#### Request Emergency Assistance

- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7511.

- Report all crimes immediately to law enforcement. If you think you're being followed from an ATM, go to a busy area and immediately contact the police.

### Protect Your Card and PIN

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.
- Report a lost or stolen card immediately.

## Funds Transfer Services

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

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

In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law (Remittance Transfers) (see below). Effective on February 7, 2013, your rights with respect to Remittance Transfers may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to Remittance Transfers, including error resolution and cancellation rights, will be explained to you contemporaneously

with each Remittance Transfer transaction you initiate, either orally or in writing.

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

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

### Remittance Transfers

The Bank may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective on February 7, 2013, federal law provides certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. section 1693b-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding

anything to the contrary contained herein, rights and obligations that apply to Remittance Transfers are as set forth in EFTA and, as applicable, as set forth in New York law.

### Sending Funds Transfers

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

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

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

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

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

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

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

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

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

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

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

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

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

### Receiving Funds Transfers

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

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

**Notice of Funds Transfer** We notify you that we have received funds transfers by listing them on your account statement. We send statements by mail. If you use one of our information reporting services, you may receive notice through that service.

We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such

separate notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

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

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

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

### ACH Debits and Credits

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

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

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

## Tax Information

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

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

For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our

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

If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions (including Canadian residents and interest income effectively connected with the conduct of a trade or business in the United States). As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W-8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments are subject to backup withholding. Some limited exemptions from this renewal process exist. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

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

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

## Resolving Claims

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

### What does "Claim" Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort, or otherwise and whether for money

damages, penalties or declaratory or equitable relief) by either you or us against the other, or against the employees or agents of the other, arising from or relating in any way to this deposit agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

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

### How Claims on Personal Accounts will be Resolved

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

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

### How Claims on Business Accounts will be Resolved

You have the right to compel us at your option, and we have the right to compel you at our option, to resolve a Claim relating to a business account by binding arbitration. If neither you nor we decide to compel arbitration, then the Claim will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state court. If a Claim relating to a business account is brought in a California state court, either you or we can elect to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

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

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

### Judicial Reference

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

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

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

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

### Arbitration

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

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

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

- JAMS Resolution Center  
1920 Main St., Suite 300  
Irvine, CA 92614  
www.jamsadr.com (800) 352-5267



- American Arbitration Association ("AAA")  
1633 Broadway, 10<sup>th</sup> Floor  
New York, NY 10019  
www.adr.org (212) 716-5800

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

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

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

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

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

## Limitation and Non-Severability

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

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

## Rules of Interpretation

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

## Jurisdiction and Venue

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

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

## **EXHIBIT B**

### Notice for Maine Deposit Account Customers:

If you have a dispute with us regarding your deposit account, you may contact us and attempt to resolve the problem directly. If you feel we failed to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: [http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

When your complaint involves a federally-chartered financial institution, such as Bank of America, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

## Personal Schedule of Fees

*Effective July 16, 2012*

*Connecticut, Delaware, Maine, New Hampshire, New Jersey, New York, Pennsylvania, and Rhode Island*

**Bank of America** 

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

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**Bank of America** 

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We offer optional services to help you manage your account and avoid fees. To learn more about them, please go to bankofamerica.com or speak to a local banking center associate.

## Overview

Please read the schedule carefully. It is part of the binding contract between you and us for your account and deposit relationship.

We maintain deposit accounts at one of our banking centers. When you open an account, it is located at a banking center and remains at that location until it is closed. This schedule applies to personal deposit accounts that we maintain in one of the states listed on the cover.

This schedule lists account fees that may apply to you, depending on which account you have, how you use your account and what services you use. It also explains how you can avoid some account fees.

You can get information about interest rates, fees and services not covered in this schedule by visiting a banking center or calling us at the number on your statement.

We may change the accounts and services described in this schedule at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

Your account and deposit relationship are also governed by the *Deposit Agreement and Disclosures*. Please read that agreement carefully.

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

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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**Merrill Lynch, Pierce, Fenner and Smith Incorporated** is a registered broker-dealer, member SIPC, and a wholly owned subsidiary of Bank of America Corporation.

*This panel intentionally left blank.*

Quick Reference Guide to Personal Checking Accounts

Account Name	How to Avoid the Monthly Maintenance Fee for Your Checking Account		Monthly Maintenance Fee for Your Checking Account	Optional Services Available With Our Checking Accounts
<i>eBanking</i>	Meet <b>both</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Use paperless statements</li></ul> And <ul style="list-style-type: none"><li>• Use self-service options (such as our ATMs and Online Banking, instead of a teller) for deposits and withdrawals</li></ul>		\$8.95	<ul style="list-style-type: none"><li>• Bank of America debit card (Photo Security® feature available)</li><li>• Online Banking service</li><li>• Online and Mobile Bill Pay service</li><li>• Email and Text Alerts</li><li>• Direct deposits</li><li>• Keep the Change® Savings Service</li><li>• Overdraft Protection Service</li><li>• MyExpression® Banking</li></ul>
<i>MyAccess® Checking</i>	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Make at least one qualifying direct deposit of \$250 or more</li></ul> Or <ul style="list-style-type: none"><li>• Maintain an average daily balance of \$1,500 or more in your account</li></ul>		\$12.00	
<i>Regular Checking</i>	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Minimum daily balance in checking — \$1,500 or more</li><li>• Minimum daily balance in linked Regular Savings — \$2,000 or more</li><li>• Minimum daily balance in linked money market savings — \$5,000 or more</li><li>• Average daily balance in checking with linked savings, CD and IRA accounts — \$5,000 or more</li></ul>		\$14.00	
<i>Bank of America Advantage® with Tiered Interest Checking</i>	Maintain combined balances of \$10,000 or more		\$25.00	
				<div>This chart is a summary of some important information. Please review the entire fee schedule carefully. Please review the checking account descriptions for details about Monthly Maintenance Fees. Other fees that can apply to your account are listed in the account descriptions and in the <i>Other Account Fees</i> section. Fees apply to some of the services available with our checking accounts. Please review the checking account descriptions, the <i>Other Account Fees</i> section and the agreement for the relevant service. To learn more about Keep the Change, please see page 15.</div>



Information About Personal Checking Accounts

Account	Monthly Maintenance Fee for Checking Account and How to Avoid It	Other Important Account Information
<p><b><i>eBanking</i></b></p> <ul style="list-style-type: none"><li>• An account for customers who prefer to use self-service options and electronic access</li><li>• Non-interest bearing account</li><li>• Minimum to open - \$25.00</li></ul>	<p>Monthly maintenance fee for eBanking - \$8.95</p> <p>To avoid the monthly maintenance fee, meet <b>both</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Use <b>only</b> self-service options (such as our ATMs and Online Banking, instead of a teller) for your deposits and withdrawals</li></ul> <p>And</p> <ul style="list-style-type: none"><li>• Use <b>only</b> a paperless statement</li></ul>	<p>You can use the services described in the Quick Reference Guide on page 2 with this account.</p> <p>You pay a monthly maintenance fee of just \$8.95 for each statement cycle during which you use a full-service option for one or more deposits or withdrawals or for which we send you a paper account statement.</p> <p>Paper statements. The monthly maintenance fee applies to a statement cycle if we send you a paper statement for that statement cycle.</p> <p>Please note the following –</p> <p>When the monthly maintenance fee applies to a statement cycle, the fee posts to your account at the beginning of the next statement cycle and appears on your next account statement.</p> <p>You may link this account to your Advantage relationship account for combined balances; however, linking your account does not waive the monthly maintenance fee on your eBanking account.</p> <p>Please review: “What do ‘self-service’ and ‘full-service’ mean for an eBanking account?” and “What are paperless statements?” on page 14.</p>
<p><b><i>MyAccess® Checking</i></b></p> <ul style="list-style-type: none"><li>• Use direct deposit</li><li>• Non-interest bearing account</li><li>• Minimum to open - \$25.00</li></ul>	<p>Monthly maintenance fee for MyAccess Checking - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Have at least one qualifying direct deposit of \$250 or more made to your account each statement cycle.</li><li>• Maintain an average daily balance of \$1,500 or more in your account.</li></ul>	<p>You can use the services described in the Quick Reference Guide on page 2 with this account.</p> <p>For information about direct deposits, see page 14.</p>
<p><b><i>Regular Checking</i></b></p> <ul style="list-style-type: none"><li>• Link other accounts to help meet a required balance</li><li>• Non-interest bearing account</li><li>• Minimum to open - \$100.00</li></ul>	<p>Monthly maintenance fee for Regular Checking - \$14.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following balance requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Minimum daily balance in checking—\$1,500 or more</li><li>• Minimum daily balance in linked Regular Savings—\$2,000 or more</li><li>• Minimum daily balance in linked money market savings— \$5,000 or more</li><li>• Average daily balance in checking with linked savings, CD and IRA accounts— \$5,000 or more</li></ul>	<p>You can use the services described in the Quick Reference Guide on page 2 with this account.</p> <p>Linking accounts. You must tell us what accounts you want us to link to your checking account. You can do so by visiting a banking center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review “What does it mean to link accounts?” on page 14.</p>

Please also review *Other Account Fees* on pages 10–13, *Other Account Information* on page 14 and the *Deposit Agreement and Disclosures*.

Information About Personal Checking Accounts (cont.)

Account	Monthly Maintenance Fee for Checking Account and How to Avoid It	Other Important Account Information
<p><b>Bank of America Advantage® with Tiered Interest Checking</b></p> <ul style="list-style-type: none"><li>• An account with premium services for customers who want to expand their total relationship status</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum to open - \$100.00</li></ul>	<p>Monthly maintenance fee for Bank of America Advantage with Tiered Interest Checking - \$25.00</p> <p>To avoid the monthly maintenance fee, maintain combined balances of \$10,000 or more.</p> <p>Combined balances include: (i) the average daily balances for the statement cycle of your linked Bank of America checking, savings and money market savings accounts; (ii) the current balances, as of the end of your statement cycle, of your linked personal Bank of America CDs, IRAs, credit cards, loans, lines of credit and mortgage accounts; and (iii) your last month-end balances in eligible Merrill Lynch, Pierce, Fenner and Smith Incorporated investment accounts that are linked to your checking statement.</p> <p>Student loans and certain other accounts do not count toward your combined balance.</p>	<p>You can use the services described in the Quick Reference Guide on page 2 with this account.</p> <p>You can also get the following services with your Bank of America Advantage with Tiered Interest Checking account:</p> <ul style="list-style-type: none"><li>• You automatically receive a savings account with no monthly maintenance fee.</li><li>• Additional checking and savings accounts with no monthly maintenance fee.</li><li>• Special rates on certain loans and lines of credit (Credit is subject to approval and normal credit standards apply. Loan discount is not available for certain types of loans, such as mortgages and dealer loans.)</li><li>• Free checks or discount on certain styles.</li><li>• 50% discount on first year rental fee on a safe deposit box, where available.</li><li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings, line of credit or secondary checking account. (Other line of credit fees may apply.)</li><li>• No fee for stop payments, cashier's checks, bond redemptions, incoming domestic wire transfers and more.</li></ul> <p>Additional accounts: You automatically receive a linked savings account with your Advantage with Tiered Interest Checking account. You can also get additional checking and savings accounts with no monthly maintenance fee when you have us link them to your Advantage with Tiered Interest Checking account. For the minimum amount you need to open an additional savings account, see the savings account descriptions. Certain restrictions apply.</p> <p>For your linked savings accounts, please note that transaction limits and transaction fees still apply to the savings accounts. See "What are the regulatory transaction limitations on my savings account?" on page 15.</p> <p>Linking accounts. You must tell us what accounts you want us to link to your checking account. You can do so by visiting a banking center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review "What does it mean to link accounts?" on page 14.</p>

Please also review *Other Account Fees* on pages 10 – 13, *Other Account Information* on page 14 and the *Deposit Agreement and Disclosures*.

Quick Reference Guide to Personal Savings Accounts

Account Name	How to Avoid the Monthly Maintenance Fee for Your Savings Account	Monthly Maintenance Fee for Your Savings Account	Optional Services Available With Our Savings Accounts
Regular Savings	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Make an automatic transfer of \$25 or more from your checking to savings account</li><li>Or</li><li>• Maintain a minimum daily balance of \$300 or more</li><li>Or</li><li>• Link your account to your Bank of America Advantage account</li></ul>	\$5.00	<ul style="list-style-type: none"><li>• Online Banking service</li><li>• ATM card</li><li>• Link your savings account to your checking account for Overdraft Protection service</li><li>• Make savings easier with automatic transfers from checking</li><li>• Keep the Change Savings service</li></ul> <div><p>This chart is a summary of some important information. Please review the entire fee schedule carefully. Please review the savings account descriptions for details about how to avoid the Monthly Maintenance Fee. Other fees that can apply to your account are listed in the account descriptions and in the <i>Other Account Fees</i> section. Fees apply to some of the services available with our savings accounts. Please review the agreement for the relevant service.</p><p>Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the regulatory transaction limitations on my savings account?” on page 15 for more details.</p><p>Please also review <i>Other Account Fees</i> on pages 10–13, <i>Other Account Information</i> on page 14 and the <i>Deposit Agreement and Disclosures</i>.</p></div>
Minor Savings (Under 18)	No monthly maintenance fee	None	
Personal Money Market Savings	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more</li><li>Or</li><li>• Link your account to your Bank of America Advantage account</li></ul>	\$12.00	
Growth Money Market Savings™	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more</li><li>Or</li><li>• Link your account to your Bank of America Advantage account</li></ul>	\$12.00	
Select Money Market Savings	Meet <b>one</b> of the following during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more</li><li>Or</li><li>• Link your account to your Bank of America Advantage account</li></ul>	\$12.00	
Platinum Money Market Savings	Maintain enrollment in the Platinum Privileges program	None	

Information About Personal Savings Accounts

Account	Monthly Maintenance Fee for Savings Account and How to Avoid It	Other Important Account Information
<p><b><i>Regular Savings</i></b></p> <ul style="list-style-type: none"><li>• Basic account to build a savings program</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul> <p>(Use this account for custodial savings, such as UTMA/UGMA)</p>	<p>Monthly maintenance fee - \$5.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Have a monthly automatic transfer of \$25 or more from your Bank of America checking account to your savings account.</li><li>Or</li><li>• Maintain a minimum daily balance of \$300 or more in your account.</li><li>Or</li><li>• Link your account to your Bank of America Advantage account.</li></ul>	<ul style="list-style-type: none"><li>• Each monthly statement cycle, you can make a total of three withdrawals and transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$2,500 or more (\$1,000 or more for Oregon accounts) in your savings account, you may make additional withdrawals and transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$3.00 for each withdrawal and transfer during the statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone, thru Online Banking, and by any other electronic means.</li><li>• The monthly maintenance fee is waived for the first two savings accounts linked to your Bank of America Advantage account. See the <i>Information About Personal Checking Accounts</i> section for more details.</li></ul>
<p><b><i>Minor Savings Accounts (Under 18)</i></b></p> <ul style="list-style-type: none"><li>• Under 18 years old, beginning a savings program</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>No monthly maintenance fee</p>	<ul style="list-style-type: none"><li>• After you turn 18, we automatically convert your Minor Savings to a Regular Savings account.</li><li>• Parents can make automatic transfers from checking.</li><li>• Each monthly statement cycle you can make a total of three withdrawals and transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$300 or more in your savings account, you may make additional withdrawals and transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$1.00 for each withdrawal and transfer during the statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone, thru Online Banking, and by any other electronic means.</li></ul>
<p><b><i>Personal Money Market Savings</i></b></p> <ul style="list-style-type: none"><li>• Tiered interest rates</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account.</li><li>Or</li><li>• Link your account to your Bank of America Advantage account.</li></ul>	<ul style="list-style-type: none"><li>• The rate that applies to your total account balance is based on the balance tier into which your end-of-day balance falls.</li><li>• The monthly maintenance fee is waived for money market savings accounts linked to your Bank of America Advantage account. See the <i>Information About Personal Checking Accounts</i> section for more details.</li></ul>

Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the regulatory transaction limitations on my savings account?” on page 15 for more details.

Please also review *Other Account Fees* on pages 10–13, *Other Account Information* on page 14 and the *Deposit Agreement and Disclosures*.

Information About Personal Savings Accounts *(cont.)*

Account	Monthly Maintenance Fee for Savings Account and How to Avoid It	Other Important Account Information
<p><b><i>Growth Money Market Savings™</i></b></p> <ul style="list-style-type: none"><li>• Potential for an interest rate bonus</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account.</li><li>Or</li><li>• Link your account to your Bank of America Advantage account.</li></ul>	<ul style="list-style-type: none"><li>• Earn an interest rate bonus with one of the following statement cycle activities: a direct deposit of \$250 or more, an automatic transfer of \$250 or more from your Bank of America checking account, or an automatic transfer of the monthly interest payment from your Bank of America CD.</li><li>• The monthly maintenance fee is waived for money market savings accounts linked to your Bank of America Advantage account. See the <i>Information About Personal Checking Accounts</i> section for more details.</li></ul>
<p><b><i>Select Money Market Savings</i></b></p> <ul style="list-style-type: none"><li>• Easy access to your money and higher interest rate than Regular Savings</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account.</li><li>Or</li><li>• Link your account to your Bank of America Advantage account.</li></ul>	<ul style="list-style-type: none"><li>• The monthly maintenance fee is waived for money market savings accounts linked to your Bank of America Advantage account. See the <i>Information About Personal Checking Accounts</i> section for more details.</li></ul>
<p><b><i>Platinum Money Market Savings</i></b></p> <ul style="list-style-type: none"><li>• Available only for Platinum Privileges customers</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>No monthly maintenance fee for Platinum Privileges customers</p>	<ul style="list-style-type: none"><li>• Platinum Money Market Savings is only available to customers enrolled in the Platinum Privileges program, or whose opening balance qualifies them for the Platinum Privileges program.</li><li>• Your enrollment in the Platinum Privileges program will not automatically convert any existing or new savings account to a Platinum Money Market Savings account.</li><li>• If your enrollment in the Platinum Privileges program is discontinued, your Platinum Money Market Savings account will convert to a standard money market savings account and the interest rate and fees for a standard money market savings account will apply. See Platinum Privileges section for details.</li></ul>

Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the regulatory transaction limitations on my savings account?” on page 15 for more details.

Please also review *Other Account Fees* on pages 10– 13, *Other Account Information* on page 14 and the *Deposit Agreement and Disclosures*.

Personal CDs, IRAs and Coverdell ESAs

Account	Minimum Amount You Need to Open Account	Account Features/Services	Other Important Account Information
<i>Fixed Term CD Terms of 7 Days — 27 Days</i>	\$15,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li></ul>
<i>Fixed Term CD Terms of 28 Days — 10 Years</i>	\$1,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Featured CD/IRA</i>	See deposit rate sheet for minimum opening amount	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Risk Free CD®/IRA</i>	Risk Free CD: \$5,000; IRA: \$2,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	<ul style="list-style-type: none"><li>• Early withdrawal: We waive the early withdrawal penalty after the first 6 days of the account term (or the first 6 days following any partial withdrawal).</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Fixed Term IRA/CESA Terms of 6 Months — 10 Years</i>	Fixed Term IRA: \$1,000; CESA: \$500	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Variable Rate IRA/CESA Terms of 18 Months — 23 Months</i>	\$100	<ul style="list-style-type: none"><li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li><li>• Additional deposits allowed during term.</li><li>• Automatically renews.</li><li>• Make saving easier with automatic transfers.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>

Please also review *Other Account Fees* on pages 10– 13 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

Personal CDs, IRAs and Coverdell ESAs (cont.)

Account	Minimum Amount You Need to Open Account	Account Features/Services	Other Important Account Information
Money Market IRA/CESA	\$100	<ul style="list-style-type: none"><li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li><li>• Additional deposits allowed at any time.</li><li>• Make saving easier with automatic transfers.</li></ul>	<ul style="list-style-type: none"><li>• This is a savings account.</li><li>• Pre-authorized transfers and withdrawals are subject to certain limitations. See “What are the regulatory transaction limitations on my savings account?” on page 15. Withdrawals by check, draft or debit card are not allowed.</li></ul>
Opt-Up® CD/IRA	See deposit rate sheet for minimum opening amount	<ul style="list-style-type: none"><li>• Variable interest rate.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	<ul style="list-style-type: none"><li>• Your interest rate and annual percentage yield may change. After the first 6 months of the term, you have a one-time option to reset the interest rate for the remaining term of the CD/IRA. Here is how the reset option works: If our interest rate for a new Opt-Up CD/IRA increases, and you are eligible to reset your interest rate, you can ask us to reset the rate on your Opt-Up CD/IRA. You may reset the rate only once during the term, starting in the seventh month of the term. After we reset the rate, the new rate will apply only to the remaining term of the CD/IRA.</li><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>

Please also review *Other Account Fees* on pages 10– 13 and the *Deposit Agreement and Disclosures*.The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.



Other Account Fees

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<b>ATM Card and Debit Card Fees</b>	Replacement ATM or Debit Card Fee	\$5.00 per card	<ul style="list-style-type: none"><li>• Fee for each requested replacement of an ATM or debit card, including the replacement of debit sticker (tag) or other debit access device.</li><li>• The replacement fee does not apply when we replace a card upon its expiration.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
	Rush Replacement ATM or Debit Card Fee	\$20.00 per card	<ul style="list-style-type: none"><li>• Fee for each requested rush delivery of an ATM or debit card, including the requested rush delivery of debit sticker (tag) or other debit access device.</li><li>• The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
<b>ATM Fees</b>  <b>Bank of America ATM</b> —an ATM that prominently displays the Bank of America name and logo on the ATM  <b>Non-Bank of America ATM</b> —an ATM that does not prominently display the Bank of America name and logo on the ATM	Withdrawals, deposits, transfers, payments and balance inquiries from a Bank of America ATM	No ATM fee	<ul style="list-style-type: none"><li>• Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.</li></ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.	\$2.00 each	<ul style="list-style-type: none"><li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li><li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li><li>• See the disclosure information that accompanied your card for other fees that may apply.</li><li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as an Excess Withdrawal fee for savings.</li></ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country	\$5.00 each	
	ATM Mini Statement Fee	No fee for first mini statement each monthly statement cycle; after one, each additional is \$1.00	<ul style="list-style-type: none"><li>• Includes up to 10 of your last posted transactions.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
	ATM Full Statement Fee	\$3.00 each	<ul style="list-style-type: none"><li>• Includes activity since last statement.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
<b>Check Enclosure Service</b>	Check Enclosure Fee	\$3.00 each statement cycle	<ul style="list-style-type: none"><li>• <i>Check enclosure service is not available for most accounts.</i></li><li>• Fee to return cancelled checks with your statement. Applies to each statement cycle during which we return one or more cancelled checks.</li><li>• Please note that we may not return all of your cancelled checks. As an example, your checks may have been converted to an electronic debit, an image or substitute check.</li><li>• Our Online Banking service allows you to view and print copies of checks that posted to your account within the last 12 months.</li></ul>

Please also review the *Deposit Agreement and Disclosures*.



Other Account Fees

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<i>Check Image Service</i>	Check Image Service Fee	\$3.00 each statement cycle	<ul style="list-style-type: none"><li>• Fee to return images of your cancelled checks with your statement. Applies to each statement cycle during which we return one or more images of your checks.</li><li>• Our Online Banking service allows you to view and print copies of checks that posted to your account within the last 12 months.</li></ul>
<i>Copies</i>	Check Copies with Check Safekeeping	No fee for first two copies each monthly statement cycle; after two, each additional is \$3.00 per copy	<ul style="list-style-type: none"><li>• Advantage accounts qualify for a waiver of this fee.</li><li>• This fee does not apply to accounts in Massachusetts and New Hampshire.</li></ul>
	Check Copies without Check Safekeeping	\$3.00 per copy	<ul style="list-style-type: none"><li>• Advantage accounts qualify for a waiver of this fee.</li><li>• This fee does not apply to accounts in Massachusetts and New Hampshire.</li></ul>
	Deposit Slips and other Credit Items	\$3.00 per copy	
<i>IRA</i>	IRA and Coverdell ESA Direct Custodian Transfer Processing Fee	\$50.00 each plan, each occurrence	<ul style="list-style-type: none"><li>• Fee for transferring funds to another institution.</li></ul>
<i>Overdraft Items (an overdraft item)</i>	Overdraft Item Fee	\$35.00 each item	<ul style="list-style-type: none"><li>• When we determine that you do not have enough available funds in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid (an NSF: returned item).</li><li>• Some common examples of items are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, an ATM withdrawal, an ACH transaction, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about items, overdrafts, declined or returned items and for information about how we process and post items.</li><li>• We do not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction. We also do not charge you an Overdraft Item fee on a ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction. We do charge you an Overdraft Item fee each time we authorize and pay any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.</li><li>• We do not charge you an NSF: Returned Item fee when we decline an ATM transaction or debit card transaction. We do charge you an NSF: Returned Item fee each time we decline or return any other type of transaction unpaid. These other types of transactions include checks and other transactions made using your checking account number, Online and automatic bill payments, and ACH transactions.</li><li>• We charge you Overdraft Item fees and NSF: Returned Item fees for no more than 4 items each day.</li><li>• For information about our Overdraft Protection plans and overdraft practices and overdraft settings, please see our <i>Deposit Agreement and Disclosures</i> and our <i>What You Need to Know about Overdrafts and Overdraft Fees</i> notice.</li></ul>
<i>NSF: Returned Items (a returned item)</i>	NSF: Returned Item Fee	\$35.00 each item	

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<b>Overdrafts – Extended Overdrawn Balance</b>	Extended Overdrawn Balance Charge	\$35.00 - charged when we determine your account is overdrawn for 5 or more consecutive business days	<ul style="list-style-type: none"><li>• The Extended Overdrawn Balance Charge applies when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by depositing enough available funds in your account to cover your overdraft plus any fees we assessed within the first 5 consecutive business days that your account is overdrawn.</li><li>• For each time that your account is overdrawn 5 or more consecutive business days, we charge one Extended Overdrawn Balance Charge. We charge the fee after the 5th consecutive business day. The Extended Overdrawn Balance Charge is in addition to applicable Overdraft Item Fees and NSF: Returned Item Fees.</li><li>• If an everyday non-recurring debit card transaction or an ATM transaction, for which you did not agree to our overdraft practices, is the transaction that causes your account to become overdrawn, we do not start the 5-business day period. We do start the 5-business day period if another type of transaction either causes or increases the overdraft on your account.</li></ul>
<b>Overdraft Protection Service</b> <i>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local banking center associate.</i>	Overdraft Protection Transfer Fee - transfer from a linked Bank of America savings or secondary checking account	\$10.00 each transfer	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are made for the amount required to cover the overdraft and the applicable transfer fee. If your savings or secondary checking account does not have enough available funds to cover the necessary amount, we may decline to make the transfer.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America line of credit	\$10.00 each transfer	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are advances under the terms of the line of credit agreement and are made in increments of \$100. Advances are subject to interest charges or finance charges, as provided in the line of credit agreement. Please see the line of credit agreement.</li><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America credit card	See credit card agreement	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are considered cash advances and may be subject to additional Overdraft Protection cash advance fees. See your credit card agreement for applicable rates and fees.</li></ul>
<b>Research</b>	Research Services	\$20.00 each hour	<ul style="list-style-type: none"><li>• \$20.00 minimum fee</li><li>• We may charge this fee for research related to your account that we conduct at your request or that we conduct on our own initiative regarding transaction activity or history on your account.</li></ul>
	Statement Balancing	\$20.00 each hour	<ul style="list-style-type: none"><li>• \$20.00 minimum fee</li></ul>

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Miscellaneous	Check and Deposit Ticket Orders	Fee varies	<ul style="list-style-type: none"><li>• Advantage accounts receive free standard checks or discounts on certain designs.</li><li>• We may change the fees for check and deposit ticket orders at any time. Visit a banking center or call us at the number on your statement for current fees.</li></ul>
	Consulate Letter Fee	\$20.00 each letter	<ul style="list-style-type: none"><li>• Fee applies at banking centers in Metro New York area.</li></ul>
	Deposited Item Returned or Cashed Item Returned Fee (Returned Item Chargeback Fee)	\$12.00 each domestic item \$15.00 each foreign item	<ul style="list-style-type: none"><li>• We charge this fee each time a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.</li></ul>
	Legal Process Fee	\$100.00 each occurrence (Or such other rate as may be set by law)	<ul style="list-style-type: none"><li>• Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property.</li></ul>
	Reference Letter	\$10.00 each letter	<ul style="list-style-type: none"><li>• For example, Bank of America relationship or deposit history for an international visa application, certain immigration documents, auctions, rental agreements or financial support for a student.</li></ul>
	Stop Payment Fee	\$30.00 each request	<ul style="list-style-type: none"><li>• Advantage accounts qualify for a waiver of this fee.</li></ul>
	Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)	Fee varies	<ul style="list-style-type: none"><li>• Advantage accounts qualify for a waiver of the wire fee for an incoming domestic wire transfer.</li><li>• We may change the fees for wire transfers and drafts at any time. Visit a banking center or call us at the number on your statement for current fees.</li></ul>

Please also review the *Deposit Agreement and Disclosures*.

## Other Account Information

This section covers some of the features and services that may apply to your account.

### What do “self-service” and “full-service” mean for an eBanking account?

We charge the monthly maintenance fee for your Bank of America eBanking checking account for each statement cycle during which you use a full-service option to help complete a deposit or withdrawal for that account.

**Full-service options** mean that a teller or other bank associate helps complete the transaction. As examples:

- Deposits—a teller or other bank associate in a banking center helps with a deposit you or anyone else makes to your account. As examples, a teller helps with deposits made at a teller line, drive-thru lane, through the mail or placed in a lobby deposit box or night deposit box.
- Withdrawals - a teller or other bank associate helps with a withdrawal from your account. As an example, a teller helps with withdrawals made at a teller line or drive-thru lane.

**Self-service options** mean that you conduct the transaction yourself, generally by using one of our electronic services, and that a teller or other bank associate does not help complete the transaction. As examples:

- Deposits – use direct deposit (your paycheck or retirement benefits are deposited electronically) or make deposits at Bank of America ATMs or our electronic lobby kiosks.
- Withdrawals – use Bank of America ATMs or get cash back when you use your debit card for purchases.

### What are paperless statements?

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a banking center or through Online Banking. When you enroll at a banking center, you'll need to log into Online Banking from your computer to confirm your choice.

### What are direct deposits?

A direct deposit is an electronic deposit of funds to a checking or savings account.

For MyAccess Checking accounts, we waive the monthly maintenance fee for each statement cycle during which we receive at least one qualifying direct deposit of \$250 or more to your account. Qualifying direct deposits are deposits of regular monthly income—such as your salary, pension, Social Security benefits—which are made through the automated clearinghouse (ACH) by your employer or other payer.

Other types of transfers and deposits do not qualify for the reduction in the monthly maintenance fee. Examples of non-qualifying transfers and deposits include: teller deposits, wire transfers, non-periodic direct deposits (such as tax refunds or payments for the sale of goods or services), Online Banking transfers, telephone transfers, and ATM transfers and deposits.

### How can I earn an interest rate bonus on Growth Money Market Savings™?

*Potential to earn an interest rate bonus.* You can earn an interest rate bonus on your Growth Money Market Savings account when we receive at least one of the following transactions for credit to your account during each statement cycle: (1) an automatic transfer of \$250 or more from your Bank of America checking account, (2) an automatic transfer of the monthly interest payment from your Bank of America CD, or (3) a direct deposit of \$250 or more. If at least one of these transactions posts to your Growth Money Market Savings account during a statement cycle, the interest rate bonus begins to accrue on the first day of your next statement cycle. You continue to earn an interest rate bonus as long as we continue to receive at least one of the transactions each statement cycle. We may change the interest rate bonus at our discretion at any time without notice and may set it to zero.

### What does variable rate mean?

Funds in an interest bearing checking or savings account earn a variable interest rate. This means that your interest rate and annual percentage yield may change after the account is opened. At our discretion, we may change your interest rate and annual percentage yield at any time.

### What does it mean to link accounts?

You can link some of your other accounts with us either to your Regular Checking or to your Advantage checking account for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the balance required to avoid the monthly maintenance fee on your checking account. You must tell us what other accounts you want us to link to your checking account. An account can only be linked for pricing to one checking account at a time. We do not link your other accounts for pricing unless you tell us to do so.

Please see the checking account descriptions in this schedule of fees for information about what accounts can be linked and applicable balance requirements. Some restrictions apply to what accounts can be linked. See below and the *Combined Balance Service* section in the *Deposit Agreement and Disclosures* for information.

When a new account is opened to replace an existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account. As examples, when you refinance your mortgage loan, the refinanced loan is a new account. Whenever we change the account number of your checking account, we close the current checking account and open a new checking account. In both examples, the replacement account is a new account and, if you want us to link it to your checking account for pricing, you need to tell us to link the new account.

For linked accounts, we may send you a monthly statement that reports account information for all of your linked accounts instead of separate statements for each account.

### What Bank of America first mortgage loans can qualify for a waiver of the monthly maintenance fee on a Bank of America Advantage account?

We currently service many mortgage loans we make. If we service your Bank of America first mortgage loan, you can have us link the loan to your Bank of America Advantage checking account. Sometimes we sell mortgage loan servicing to other companies. If we sell the servicing on your mortgage loan, then the loan is no longer eligible to be used for this waiver.

**What limits apply on linking accounts?**

Some restrictions apply to what accounts can be linked, including the following. You can generally link savings, money market savings, Individual Retirement Account (IRA), and CD accounts to your checking account. You can generally link accounts that are located in the same state as your checking account. In some states you can also link accounts located in different states. You may only link an account to one checking account at a time. To link additional accounts to a checking account, at least one of the owners of the additional account must also be an owner of the checking account. You may not link personal and business accounts together.

**Are the statement cycles for linked accounts the same?**

When you link accounts for pricing, the statement cycles are generally different. If you use a combined statement for your checking and savings accounts, the statement cycles for the linked checking and savings accounts are generally the same.

**What are combined statements?**

A combined statement is one statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. In most cases we do not automatically send you a combined statement. You must generally request a combined statement and tell us to link the accounts you want included in the combined statement.

When linked accounts are reported on the combined statement, you understand and agree that each owner of any linked account can review information about all other linked accounts. You should not link accounts that you do not want others to see. Please read the information about Combined Statements in the *Deposit Agreement and Disclosures*.

**What is the transaction date for the savings Excess Withdrawal fee?**

To determine whether an Excess Withdrawal fee applies to a withdrawal from your savings account, we count the withdrawal on the date we post it to your account. If you are counting the number of withdrawals you make each monthly statement cycle, please note that the date we count the withdrawal may be different than the date you authorize or make the withdrawal. This means that we may not count the withdrawal until a later statement cycle.

**What are the regulatory transaction limitations on my savings account?**

There is no federal regulatory limit on the number of deposits you make to your account or on the number of withdrawals and transfers (“transfers”) you make at a banking center, by mail or at an ATM. Please note that transaction fees can apply to withdrawals and transfers.

However, federal regulations and the *Deposit Agreement and Disclosures* limit the number of certain types of transfers from a savings account. You can make a total of six automatic or pre-authorized transfers, telephone transfers, or Online Banking transfers or payments from a savings account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, you can make three of the six transfers by debit card purchase, check or similar order. If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Please note that for Regular Savings accounts, we charge an Excess Withdrawal fee for each withdrawal and transfer in excess of three if the applicable balance requirement is not met. See the information about Excess Withdrawal fees in the Regular Savings section on page 6.

## Keep the Change® Savings Service

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When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your checking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.

We aggregate the round-up from purchases that post to your checking account each business day and make a single transfer (the “Keep the Change” transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account. We may cancel or modify the Keep the Change service at any time.

***Keep the Change® Matching Promotion***

We match 100% of the amount of your Keep the Change transfers during the first three months after you enroll. The maximum total match is \$250.

We will only match Keep the Change transfers on up to five checking accounts per depositor (including joint depositors) or up to five checking accounts per household, whichever is less.

The matching funds will be credited to your savings account within eight weeks after the month in which the anniversary of your enrollment in the Keep the Change savings service occurs. To receive the matching funds, your checking and savings accounts must be open and in good standing and you must still be enrolled in the Keep the Change savings service at the time the matching funds are scheduled to be paid.

Purchases with co-branded or affinity debit cards with rewards are not eligible for matching.

You will not receive the matching funds for: a.) purchases of cash-like items, such as traveler’s cheques, foreign currency, cashier’s checks, gaming chips, and other similar instruments and things of value; and b.) account funding transactions including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored value cards. The promotional matching funds will be reported to the IRS on Form 1099. We may terminate or modify the matching promotion at any time without notice. Additional matching funds may be available through special arrangements with certain merchants and organizations. Please ask a banking center associate for details.

*Keep the Change® patent pending.*

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## **EXHIBIT C**

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## Welcome to Bank of America

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Thank you for opening and keeping an account with us.

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

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

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

### How to Get Started

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

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

- **Scheduled Savings Transfers** – helps make saving easier by automatically transferring money from your checking account to your savings account.
- **Keep the Change®** – helps you grow your savings by automatically transferring money from your personal checking to your savings with each eligible debit card purchase.
- **Overdraft Protection Service** from another linked account, such as your savings or credit card account – helps you avoid overdrafts and declined or returned checks and other items by automatically transferring available funds from your linked account to your checking account.

### How to Access Your Account

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

- At our **Banking Centers** and at **Bank of America ATMs**.
- Through our **Online Banking Service** at [www.bankofamerica.com](http://www.bankofamerica.com)
- Through our **telephone customer service** at the number on your account statement.

You can locate our nearest Banking Center or ATM on our website at [www.bankofamerica.com](http://www.bankofamerica.com)

## The Agreement for Your Account

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### Binding Contract

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

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

When you complete our account opening documents (as an example, you sign our signature card), request an account, or keep your account open, you acknowledge that you have

## Explanation of Some Terms

### Definitions

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

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

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

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

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

**Business days** – our business days are Monday through Friday, excluding bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a Banking Center is still open. Hours of the business day for an ATM or banking center are available at the ATM or banking center.

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

**End-of-day balance** is the amount that we determine is in the account for a day after we finish processing that day's transactions.

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

ticket and a deposit adjustment. *Item* may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

**Ledger balance** is the beginning balance in the account each day.

**Minimum daily balance** – the lowest end-of-day balance in the account during a statement cycle.

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

### Headings and Interpretation

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

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

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

## Information About You and Your Account

### Information You Give Us

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

### Identification

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

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

**Telephone Calls: Calling, Monitoring and Recording**

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

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

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

**Release of Information**

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

**Account Ownership****Some General Terms**

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

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

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

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

**Some Basic Terms for Joint Accounts**

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

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

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

## Checking and Savings Accounts

### Types of Accounts

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

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

### Eligibility for Interest Checking

Federal law provides that interest checking accounts may only be opened and used by the following customers:

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

You may not use an interest checking account for business purposes. If we believe that you are not eligible to own an interest checking account or that you are using the account for business purposes, we may either close the account or convert it to an account that does not earn interest.

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

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

- Your funds earn a variable rate. Your interest rate and annual percentage yield ("APY") may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- We compound and credit interest to your account monthly.
- We use the daily-balance method to calculate the interest on your account. The daily rate is  $1/365$  — or in a leap year we may use  $1/366$  — of the interest rate.
- For personal checking accounts and personal and business savings accounts, the daily-balance method applies a daily periodic rate to the collected balance in the account each day.

- For business checking accounts, the daily-balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve).
- For Public Service Trust Accounts, the daily-balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine is required to offset service charges).
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item no later than the business day on which we receive credit for the non-cash item.

Some checking and savings accounts do not earn interest. The checking and savings accounts that earn interest are described in the *Schedule of Fees* as interest-bearing accounts. Other checking and savings accounts do not earn interest.

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

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

You may obtain current interest rates for your account by calling us at the number for Customer Service on your statement or by asking a Banking Center Representative.

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



## **Time Deposit or CD Account**

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

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

A time deposit account is neither transferable nor negotiable.

### **Types of CDs**

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

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

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

### **How we Calculate Interest on CDs**

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

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

- We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger balance in the account each day. The daily rate is  $1/365$  — or in a leap year we may use  $1/366$  — of the interest rate.
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

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

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

You may obtain current rates by calling us at the number for Customer Service on your statement or by asking a Banking Center representative.

### **Disbursing Interest**

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

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

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

## Information About Fees and Charging Your Account

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### Fees

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

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

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

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

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

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

### Charging an Account

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

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

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

## Insufficient Funds – Overdrafts and Returned Items

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

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

### Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection plans and have enough available funds in the linked account

ask us not to authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. This means that you are telling us to decline or return these transactions unpaid. Please note that returned item fees can apply to declined or returned transactions.

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

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

### **Business Accounts - Overdraft Practices and Settings**

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

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

### **Posting Orders**

We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate. When you do not have enough available funds to cover all of the items presented

that day, some processing and posting orders can result in more insufficient funds items and more overdraft and returned item fees than other orders. We may choose our processing and posting orders regardless of whether additional fees result.

Please see the *Processing and Posting Orders* section for more information.

### **Occurrences**

An "occurrence" is a day during which your account has at least one overdraft item or returned item. The fee for each overdraft item and each returned item may vary based on the number of occurrences for your account during the current monthly statement cycle and preceding 12 monthly statement cycles. If we transfer your account to another banking center or convert it to a different type of account, your record of overdraft items and returned items continues to apply.

### **Overdraft Protection Plans**

We recommend that you enroll in one of the optional Overdraft Protection plans described below to help protect your account from overdrafts and declined or returned items. The fees under these plans may be less expensive than the fees for overdrafts and returned items.

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

Please note the following. Some of these Overdraft Protection plans are not available in all states. Only one plan can be linked to a checking account at a time. Some checking accounts are not eligible for these plans. Under some plans we make transfers in a minimum amount so we might not make a transfer if you do not have at least the minimum transfer amount available under the plan. To link accounts under these plans, at least one of the owner(s) of the checking account must usually be an owner of the other account. Certain other restrictions apply.

**Overdraft Protection from Another Deposit Account** This plan links your checking account to another Bank of America deposit account for overdraft protection. The other deposit account can be a second checking account or a savings account. To link these accounts, the checking account and other deposit account must usually be located in the same state.

When you do not have enough available funds in your checking account to cover an item, we may automatically transfer funds from the available balance in your other deposit account to your checking account. We generally charge an overdraft protection transfer fee for each transfer. Funds you deposit into your other deposit account may not be available immediately for overdraft protection transfers. If you use your savings

We show these transactions as posting to your account on our next business day, even though we included them in the balance we use to process your transactions on our prior business day. This process may impact when fees apply to your account. The credits can help you avoid overdrafts, returned items and related fees the prior business day. However, the debits may cause you to incur overdrafts, returned items and related fees.

#### **Posting Order Determined at End of Day**

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

#### **High to Low Dollar Posting**

We ordinarily process and post debits within each category from the highest to lowest dollar amount, regardless of the order in which they occur or we receive them. When you do not have enough available funds in your account to cover all of the items we receive that day, high-to-low posting order may result in more overdraft items and returned items and more fees than may have resulted if we had used another posting order.

#### **Overdraft Fees**

Some processing and posting orders may result in more overdraft items and returned items and more fees than other orders. We may choose our processing and posting orders regardless of whether additional fees may result.

You can avoid overdraft fees by making sure that your account always contains sufficient available funds to cover all of your transactions. Sometimes you appear to have enough funds in your account to cover a debit but still get an overdraft fee on the debit. This can occur when your account balance included some funds that were not available at the time we processed the debit. Funds subject to a hold, dispute or legal process are not available funds.

## **Processing Deposits and Cashed Items**

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

#### **Cashing Items or Accepting Items for Deposit**

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

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- When you send us deposits by mail, we may treat them as received at the time we receive actual delivery of deposits sent by mail. If you place deposits in our lobby deposit box or other depositories, we may treat them as received when we remove the deposits from our lobby box or other depositories.
- We may assess a charge for processing cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.

### **Deposit Error Correction**

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account. We report adjustments on your account statement. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

### **Encoding Deposits**

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

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

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

### **Endorsing Checks**

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

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

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1 1/2 inches from the trailing edge of the back of the check. You must also confine information that you place or have preprinted on the back of your checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements. The trailing edge is the left side of the check when you look at it from the front.

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

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

### **Identifying the Account for Your Deposit**

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

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

### **Overpayments and Reversals**

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

### **Returned Items**

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



check you deposited is returned to us unpaid for any reason, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

### **Your Ability to Withdraw Funds**

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

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

If you make a deposit on a business day that we are open at one of our banking centers before 2:00 p.m. local time, or at one of our ATMs before 2:00 p.m. local time in the state where we maintain your account, or such later time as is available at that banking center or posted at or on the ATM, we consider that day to be the day of your deposit. However, if you make a deposit in a banking center or at an ATM after such time, or on a day when we are not open, we consider that the deposit was made on the next business day we are open.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposits, however, may be available no later than the first business day after the day of your deposit.

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

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

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

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

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

### **Special Rules for New Accounts**

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

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

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

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

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

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check.
- Cashier's, certified and teller's checks that are payable to you.



### **Collection Items**

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

### **Check Stock and Ink**

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

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if: you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

### **Converting Checks to Electronic Debits**

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

### **Examining Checks**

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

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

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

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

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

### **Items Resulting from Voluntary Disclosure**

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

### **Large Cash Withdrawals**

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a banking center if we

your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

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

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

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

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

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

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

Your claim must include—

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

## Notices, Statements and Other Communications

### General Terms for Notices, Statements and Other Communications

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

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

We may:

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

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

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

### Notices

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

sent to us and, as a result, we cannot return the check to you. In some cases, we may receive a substitute check (also called an image replacement document) instead of your check. We do not return substitute checks with your statement.

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

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

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

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

### Your Address and Change of Address

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

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

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

## Actions You Can Take to Help Protect Your Account

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

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

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

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

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

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

### Review Statements and Report Suspected Problems

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

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

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

### **What Are Problems and Unauthorized Transactions**

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

### **Reviewing Your Account Statements**

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

- to review your statements, checks and other items and reconcile them as soon as they are made available to you;
- that our statements provide sufficient information to determine the identification and authenticity of any transaction including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- to report any problems or unauthorized transactions as soon as possible; and
- that 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60-day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account.

For substitute checks, you must notify us within 40 days to qualify for an expedited recredit. See section titled *Substitute Checks and Your Rights*.

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

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

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

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

### **Written Confirmation and Other Assistance**

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

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

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

### **Our Investigation and Maximum Liability**

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

rates for large inter-bank transactions effected during a business day (the rates reported in *The Wall Street Journal* or elsewhere are usually for large inter-bank transactions); ;

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

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

### **Wires Sent to a Foreign Currency Account**

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

### **You May Not Write Foreign Currency Checks**

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

### **Processing and Collecting Foreign Items**

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

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

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

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process

which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

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

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

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



### Compliance

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

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

### Conflicting Demands and Disputes

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

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

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

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

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

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

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

### Converting an Account

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

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

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

### Cutoff Time for Receipt of Orders

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

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



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

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

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

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

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

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

### **Legal Process – Subpoena and Levy**

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

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

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

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

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

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

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

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

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

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

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

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

### Sample of Your Signature

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

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

### Stop Payment Orders and Postdating Orders

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

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

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

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

We use a computer system to identify items. Therefore, to place a stop payment order, we need the account number, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item.

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

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

If the item is presented to us for payment after the order expires, we may pay the item.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss

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

All transactions, including those for which we provide a receipt, are subject to subsequent verification and correction within our discretion. We do not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you.

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

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

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

**Change of Law by Agreement** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

## **Electronic Banking Services**

### **Some General Rules**

We usually give you an ATM Card, debit card or other device or code to access your account. Please review the agreement that comes with the card or code carefully.

You agree to use the card or code only in the manner and for the purposes described in the applicable agreement. If you attempt to use the card or code in any other manner or for any other purpose, we may reject the transaction, or at our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. We may occasionally decide not to issue a card or code to a customer. We may terminate a card or code at any time without cause or notice.

### **Online Banking and Bill Payment Services**

You may use our Online Banking services to help you manage your account and keep track of your finances. The *How to Get Started* paragraph in the *Introduction* lists some of the things you can do with Online Banking. When you subscribe to these services, we provide you with the agreement for the service and link your eligible accounts.

### **Access ID**

An Access ID is a numeric code which, when used with a separate PIN number or passcode (plus, in some circumstances, another piece of identifying information called a "verbal verification code"), enables consumer and small business customers to do the following via our automated telephone system or in person at a banking center: obtain information about deposit and credit accounts that are linked to the Access ID; transfer funds and make payments between linked accounts; and obtain other services such as stop payments, check reorders, and copies of checks and statements. You may request an Access ID and related security codes through Telephone Customer Service or at any banking center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, combined with additional security codes, may be required to obtain account information and transact other business.

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

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

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

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

**Contact In Event of Unauthorized Transfer; and Lost or Stolen Card, PIN or Access Code**

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

Telephone: 1.800.432.1000

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

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

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

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

**Documentation of Transfers**

**ATM Transfers** You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will control.

**Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.432.1000 to find out whether or not the deposit has been made.

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

**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 or you have authorized someone to debit your account through the ACH system, you can stop any of these payments.

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

You must notify us in time for us to receive your request three 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 your call. You must tell us the exact amount of the payment you have stopped, as well as other identifying information which we will request. We may charge you a fee for each stop payment order you give. See *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section for more information about ACH Stop Payment Orders. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days.

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

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

**Liability for Failure to Make Transfers**

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.

**Be Aware of Your Surroundings at ATMs**

- Look around when you walk up to the ATM or exit the ATM. If you notice anyone or anything suspicious or that you deem unsafe, such as the lighting around the ATM not working, use another ATM or return later.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- When you use a drive-up ATM, be sure your passenger windows are closed and your doors are locked.
- If you must use an ATM at night, consider taking someone with you.
- The activity around Bank of America ATMs may be monitored or recorded by surveillance cameras.

**Protect Your Privacy**

- While at the ATM, enter your PIN discreetly, shield the keypad with your hand or body. After completing your transaction, be sure to put away your card, cash and transaction record before exiting the ATM area. Count the cash later in the safety of your locked car or home.
- Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.

**Request Emergency Assistance**

- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7511.
- Report all crimes immediately to law enforcement officials and your local banking center.

**Funds Transfer Services**

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The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E of the U.S. Federal Reserve Board. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

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

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. For current fees, call us at the number for Customer Service on your statement or ask a banking center representative.

**Fedwire**

Fedwire is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board.

**Sending Funds Transfers**

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

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

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



### ACH Debits and Credits

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

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

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

## Tax Information

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

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

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

If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions (including Canadian residents and inter-

est income effectively connected with the conduct of a trade or business in the United States). As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal foreign office on the Form W-8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments are subject to backup withholding. Some limited exemptions from this renewal process exist. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

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

## Resolving Claims

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

### What does "Claim" Mean?

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

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

### How Claims on Personal Accounts will be Resolved

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



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

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

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

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

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

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

#### **Rules of Interpretation**

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

#### **Jurisdiction and Venue**

Any action or proceeding regarding your account or this deposit agreement must be brought in the state in which the Banking Center that maintains your account is located. You submit to the personal jurisdiction of that state.

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

## **EXHIBIT D**

# Personal Schedule of Fees

*Effective June 19, 2010*

*Connecticut, Delaware, New Jersey,  
New York, Pennsylvania and Rhode Island*

**Bank of America** 

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**Bank of America** 

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We offer optional services to help you manage your account and avoid fees. To learn more about them, please go to [bankofamerica.com/factsaboutfees](http://bankofamerica.com/factsaboutfees) or speak to a local banking center representative.

## Account Fees for Personal Deposit Accounts

This schedule applies to personal deposit accounts that we maintain in one of the states listed on the cover. Please read the schedule carefully. It is part of the binding contract between you and us for your account and deposit relationship.

This schedule lists account fees that may apply to you, depending on which account you have, how you use your account and what services you use. It also explains how you can avoid many fees.

The checking, savings and CD sections describe the personal deposit accounts that we currently offer in the states listed on the cover.

For information about interest rates, information about other services, and fees not covered in this schedule, please visit a banking center or call us at the number on your statement. Please note that fees for your account may be different than those listed in this schedule based on your overall relationship with us.

We may change the accounts and services described in this schedule at any time by adding new terms and conditions or deleting or amending existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

You can ordinarily open most accounts through all of our channels – in our banking centers, through telephone banking, and online. However, some accounts may not be available at all times, in all locations, or through all channels.

Your account and deposit relationship are also governed by the *Deposit Agreement and Disclosures*. Please read that agreement carefully.

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

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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**Merrill Lynch, Pierce, Fenner and Smith Incorporated** is a registered broker-dealer, member SIPC, and a wholly owned subsidiary of Bank of America Corporation.

*This panel intentionally left blank.*

Personal Checking Accounts

Account	Minimum Amount You Need to Open Account	Account Features/Services	Monthly Maintenance Fee	How to Avoid the Monthly Maintenance Fee	Other Important Account Information
<b>MyAccess® Checking</b> You should consider this checking account if you can set up a qualifying monthly direct deposit, such as payroll or Social Security payments. This is a non-interest bearing account.	\$25	<ul style="list-style-type: none"><li>• Online Banking service with Bill Pay</li><li>• Bank of America debit card with Photo Security®</li><li>• Optional Overdraft Protection service from your linked Bank of America savings, line of credit or credit card account</li><li>• Make deposits to and write checks from your account with no per check fee</li><li>• Keep the Change® savings service</li><li>• Check Safekeeping and image services</li><li>• Access to more than 18,000 Bank of America ATMs and 6,100 Banking Centers</li><li>• Direct deposit of your payroll or Social Security benefit</li></ul>	\$8.95	Meet <b>one</b> of the following requirements during each statement cycle: <ul style="list-style-type: none"><li>• Have at least one qualifying direct deposit made to your account each statement cycle.</li><li>• Maintain an average daily balance of \$1,500 or more in your account.</li></ul>	For information about direct deposits, see page 12.
<b>Regular Checking</b> You should consider this checking account if you can maintain one of the balances listed. This is a non-interest bearing account.	\$100	Same account features/services as MyAccess Checking	\$12.00	Meet one of the following balance requirements during each statement cycle: <ul style="list-style-type: none"><li>• Minimum daily balance in checking— \$750 or more</li><li>• Minimum daily balance in linked Regular Savings— \$2,000 or more</li><li>• Minimum daily balance in linked money market savings— \$5,000 or more</li><li>• Average daily balance in checking with linked savings, CD and IRA accounts— \$5,000 or more</li></ul>	<ul style="list-style-type: none"><li>• Linking accounts. If you want to link your accounts to help you avoid the monthly maintenance fee on your checking account, just visit a banking center or call us at the number on your statement and tell us what accounts you want us to link to your checking account. For more information, see “Linking Your Accounts” on page 12.</li></ul>

Please also review *Other Account Fees* on pages 8 – 11, *Other Account Information* on pages 12-13 and the *Deposit Agreement and Disclosures*.

Personal Checking Accounts (cont.)

Account	Minimum Amount You Need to Open Account	Account Features/Services		Monthly Maintenance Fee	How to Avoid the Monthly Maintenance Fee	Other Important Account Information
<p><b>Bank of America Advantage® with Tiered Interest Checking</b></p> <p><b>Bank of America Preferred™ with Tiered Interest Checking</b></p> <p>You should consider one of these accounts if you want a package of premium services. The funds in your checking account earn interest at a variable rate.</p>	\$100	<p>Same account features/services as MyAccess Checking <i>plus</i>:</p> <ul style="list-style-type: none"><li>• You automatically receive a savings account with no monthly maintenance fee.</li><li>• Additional checking and savings accounts with no monthly maintenance fee.</li><li>• Special rates on certain loans and lines of credit (Credit is subject to approval and normal credit standards apply. Loan discount is not available for certain types of loans, such as mortgages and dealer loans.)</li><li>• Free checks or discount on certain styles.</li><li>• 50% discount on first year rental fee on a safe deposit box, where available.</li><li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings or line of credit account. (Other line of credit fees may apply.)</li><li>• No fee for stop payments, cashier's checks, bond redemptions, incoming domestic wire transfers and more.</li></ul>		\$25.00	<p>Maintain combined balances of \$10,000 or more.</p> <p>Combined balances include: (i) the average daily balances for the statement cycle of your linked Bank of America checking, savings and money market savings accounts; (ii) the current balances, as of the end of your statement cycle, of your linked personal Bank of America CDs, IRAs, credit cards, loans, lines of credit and mortgage accounts; and (iii) your last month-end balances in Merrill Lynch, Pierce, Fenner and Smith Incorporated investment accounts that were opened with Banc of America Investment Services, Inc.® and that are linked to your checking statement. (Accounts initially opened with Merrill Lynch, except for certain accounts opened with Merrill Lynch by customers of the former Banc of America Investment Services, Inc.®, are not included in total combined balances for purposes of the monthly maintenance fee waiver at this time).</p> <p>Student loans and certain other accounts do not count toward your combined balance.</p>	<ul style="list-style-type: none"><li>• Additional accounts: You automatically receive a linked savings account with your Advantage with Tiered Interest Checking or Preferred with Tiered Interest Checking account. You can also get additional checking and savings accounts with no monthly maintenance fee when you have us link them to your Advantage with Tiered Interest Checking or Preferred with Tiered Interest Checking account. For the minimum amount you need to open an additional savings account, see the savings account descriptions. Certain restrictions apply.</li><li>• For your linked savings accounts, please note that transaction limits and transaction fees still apply to the savings accounts. See "Transaction Limits for Savings Accounts" on page 13.</li><li>• Linking accounts. If you want to link your accounts to help you avoid the monthly maintenance fee on your checking account, just visit a banking center or call us at the number on your statement and tell us what accounts you want us to link to your checking account. For more information, see "Linking Your Accounts" on page 12.</li></ul>

Please also review *Other Account Fees* on pages 8–11, *Other Account Information* on pages 12–13 and the *Deposit Agreement and Disclosures*.



Personal Savings Accounts					
Account	Minimum Amount You Need to Open Account	Account Features /Services	Monthly Maintenance Fee	How to Avoid the Monthly Maintenance Fee	Other Important Account Information
<b>Regular Savings</b> You should consider this account if you want a basic savings account to build a savings program. This account earns interest at a variable rate.	\$25	<ul style="list-style-type: none"><li>• Make saving easier with automatic transfers from checking and Keep the Change transfers</li><li>• Online Banking service</li><li>• Link your Regular Savings account to your checking account for Overdraft Protection service</li><li>• Make deposits and withdrawals at Bank of America ATMs</li><li>• ATM card available</li></ul>	\$5.00	<p>Meet one of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Have a monthly automatic transfer of \$25 or more from your Bank of America checking account to your savings account.</li><li>• Maintain a minimum daily balance of \$300 or more in your account.</li><li>• Link your Regular Savings account to your Advantage or Preferred account. See the Advantage or Preferred account for information.</li></ul> <p><i>Also, if you are opening a new Regular Savings account, see “Keep the Change® – Regular Savings Promotion” on page 13.</i></p>	<ul style="list-style-type: none"><li>• Each monthly statement cycle, you can make three withdrawals/transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$2,500 or more in your savings account, you may make additional withdrawals/transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$3.00 for each withdrawal/transfer during the statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone or by any other electronic means.</li><li>• Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “Transaction Limits for Savings Accounts” on page 13.</li></ul>
<b>Minor Savings Accounts (Under 18)</b> You should consider this account if you are under 18 and want to start a savings program. This account earns interest at a variable rate.	\$25	<ul style="list-style-type: none"><li>• Parents can make automatic transfers from checking</li><li>• Online Banking service</li><li>• Make deposits and withdrawals at Bank of America ATMs</li><li>• ATM card available</li></ul>	No monthly maintenance fee	Not applicable	<ul style="list-style-type: none"><li>• After you turn 18, we automatically convert your Minor Savings to a Regular Savings account.</li><li>• Each monthly statement cycle you can make three withdrawals/transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$300 or more in your savings account, you may make additional withdrawals/transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$1.00 for each withdrawal/transfer during the statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone and by any other electronic means.</li><li>• Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “Transaction Limits for Savings Accounts” on page 13.</li></ul>

Please also review *Other Account Fees* on pages 8 – 11, *Other Account Information* on pages 12- 13 and the *Deposit Agreement and Disclosures*.

Personal Savings Accounts (cont.)

Account	Minimum Amount You Need to Open Account	Account Features /Services	Monthly Maintenance Fee	How to Avoid the Monthly Maintenance Fee	Other Important Account Information
<b><i>Growth Money Market Savings™</i></b> You should consider this money market savings account if you want a higher interest rate than our Regular Savings and you want easy access to your money. Also, you can earn an interest rate bonus for certain transactions. This account earns interest at a variable rate.	\$25 OR Zero for money market savings accounts you link to your Advantage or Preferred account. See the Advantage or Preferred account for information.	<ul style="list-style-type: none"><li>• Receive tiered interest rates and easy access to funds</li><li>• Earn an interest rate bonus with one of the following monthly activities: a direct deposit of \$250 or more, an automatic transfer of \$250 or more from your Bank of America checking account, or a Bank of America CD interest payment</li><li>• Make deposits and withdrawals at Bank of America ATMs</li><li>• Link your Growth Money Market Savings account to your checking account for Overdraft Protection service</li><li>• ATM card available</li></ul>	\$10.00	Meet one of the following requirements during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$5,000 or more in your account.</li><li>• Link your account to your Advantage or Preferred account. See the Advantage or Preferred account for information.</li></ul>	<ul style="list-style-type: none"><li>• For information about how to earn the interest rate bonus, see page 12.</li><li>• Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “Transaction Limits for Savings Accounts” on page 13.</li></ul>
<b><i>Select Money Market Savings</i></b> You should consider this money market savings account if you want a higher interest rate than our Regular Savings and you want easy access to your money. This account earns interest at a variable rate.	\$25 OR Zero for money market savings accounts you link to your Advantage or Preferred account. See the Advantage or Preferred account for information.	<ul style="list-style-type: none"><li>• Make saving easier with automatic transfers from checking and Keep the Change transfers</li><li>• Write checks and use your debit card to pay for goods and services up to a total of 3 times each monthly statement cycle</li><li>• Make deposits and withdrawals at Bank of America ATMs</li><li>• Link your Select Money Market Savings account to your checking account for Overdraft Protection service</li><li>• ATM card available</li></ul>	\$15.00	Meet one of the following requirements during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$5,000 or more in your account.</li><li>• Link your account to your Advantage or Preferred account. See the Advantage or Preferred account for information.</li></ul>	<ul style="list-style-type: none"><li>• Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “Transaction Limits for Savings Accounts” on page 13.</li></ul>
<b><i>Balance Rewards® Money Market</i></b> You should consider this money market savings account if you want the potential of earning an annual cash bonus and easy access to your money. This account earns interest at a variable rate.	\$25 OR Zero for money market savings accounts you link to your Advantage or Preferred account. See the Advantage or Preferred account for information.	<ul style="list-style-type: none"><li>• Make saving easier with automatic transfers from checking and Keep the Change transfers</li><li>• Potential to earn an annual cash bonus</li><li>• Write checks and use your debit card to pay for goods and services up to a total of 3 times each monthly statement cycle</li><li>• Make deposits and withdrawals at Bank of America ATMs</li><li>• Link your Balance Rewards account to your checking account for Overdraft Protection service</li><li>• ATM card available</li></ul>	\$20.00	Meet one of the following requirements during each statement cycle: <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$25,000 or more in your account.</li><li>• Link your account to your Advantage or Preferred account. See the Advantage or Preferred account for information.</li></ul>	<ul style="list-style-type: none"><li>• For information about the cash bonus, see page 12.</li><li>• Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “Transaction Limits for Savings Accounts” on page 13.</li></ul>

Please also review *Other Account Fees* on pages 8– 11, *Other Account Information* on pages 12 - 13 and the *Deposit Agreement and Disclosures*.

CDs, IRAs and Coverdell ESAs				
Account	Minimum Amount You Need to Open Account	Account Features / Services	Interest Rate	Other Important Account Information
<i>CD</i> <i>Terms of 7 Days — 27 Days</i>	\$15,000	<ul style="list-style-type: none"><li>• No additional deposits until maturity.</li><li>• Automatically renews at maturity unless you choose the single maturity option. Single maturity CDs will not earn interest after the maturity date.</li></ul>	Fixed until maturity.	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li></ul>
<i>CD</i> <i>Terms of 28 Days — 10 Years</i>	\$1,000	<ul style="list-style-type: none"><li>• No additional deposits until maturity.</li><li>• Automatically renews at maturity unless you choose the single maturity option. Single maturity CDs will not earn interest after the maturity date.</li></ul>	Fixed until maturity.	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Risk Free CD®/IRA</i>	Risk Free CD: \$5,000; IRA: \$2,000	<ul style="list-style-type: none"><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	Fixed until maturity.	<ul style="list-style-type: none"><li>• <b>Early withdrawal:</b> We waive the early withdrawal penalty after the first 6 days of the account term (or the first 6 days following any partial withdrawal).</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Fixed Term IRA/CESA</i> <i>Terms of 6 Months — 10 Years</i>	Fixed Term IRA: \$1,000; CESA: \$500	<ul style="list-style-type: none"><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	Fixed until maturity.	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Variable Rate IRA/CESA</i> <i>Terms of 18 Months — 23 Months</i>	\$100	<ul style="list-style-type: none"><li>• Additional deposits allowed during term.</li><li>• Automatically renews.</li><li>• Make saving easier with automatic transfers.</li></ul>	Variable. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>

Please also review *Other Account Fees* on pages 8–11 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about how we calculate interest, the early withdrawal penalty and other terms for CDs, IRAs and Coverdell ESAs (CESA). Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

CDs, IRAs and Coverdell ESAs (cont.)

Account	Minimum Amount You Need to Open Account	Account Features/Services	Interest Rate	Other Important Account Information
Money Market IRA	\$100	<ul style="list-style-type: none"><li>• Additional deposits allowed at any time.</li><li>• Pre-authorized transfers and withdrawals are subject to certain limitations. See “Transaction Limits for Savings Accounts” on page 13. Withdrawals by check, draft or debit card are not allowed.</li><li>• Make saving easier with automatic transfers.</li></ul>	Variable. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account at any time.	
Opt-Up® CD/IRA	See deposit rate sheet for minimum opening amount	<ul style="list-style-type: none"><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	Variable. Your interest rate and annual percentage yield may change. After the first 6 months of the term, you have a one-time option to reset the interest rate for the remaining term of the CD/IRA. Here is how the reset option works: If our interest rate for a new Opt-Up CD/IRA increases, and you are eligible to reset your interest rate, you can ask us to reset the rate on your Opt-Up CD/IRA. You may reset the rate only once during the term, starting in the seventh month of the term. After we reset the rate, the new rate will apply only to the remaining term of the CD/IRA.	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>

Please also review *Other Account Fees* on pages 8–11 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about how we calculate interest, the early withdrawal penalty and other terms for CDs, IRAs and Coverdell ESAs (CESA). Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

Other Account Fees				
Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee	Accounts Qualifying for Waiver of This Fee
<b>ATM</b> <b>Bank of America</b> <i>ATM—an ATM that prominently displays the Bank of America name and logo on the ATM</i>  <b>Non-Bank of America</b> <b>ATM—an ATM that does not prominently display the Bank of America name and logo on the ATM</b>	Withdrawals, deposits, transfers, payments and balance inquiries from a Bank of America ATM	No ATM fee	Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.	N/A
	ATM Mini Statement Fee	No fee for first mini statement each monthly statement cycle; after one, each additional is \$1.00	Includes up to 10 of your last posted transactions.	Advantage, Preferred
	ATM Full Statement Fee	\$2.00 each	Includes activity since last statement.	Advantage, Preferred
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM located in the U.S.	\$2.00 each	<ul style="list-style-type: none"><li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li><li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li><li>• See the disclosure information that accompanied your card for other fees that may apply.</li><li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as an Excess Withdrawal fee for savings.</li></ul>	N/A
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM located in a foreign country	\$5.00 each		N/A
<b>Check Enclosure</b>	Check Enclosure Fee	\$3.00 each statement cycle	<ul style="list-style-type: none"><li>• Fee to return cancelled checks with your statement. Applies to each statement cycle during which we return one or more cancelled checks.</li><li>• Please note that we may not return all of your cancelled checks. As an example, your checks may have been converted to an electronic debit, an image or substitute check.</li></ul>	(Check Enclosure Service is not available for CampusEdge Checking)
<b>Copies</b>	Check Copies with Check Safekeeping	No fee for first two copies each monthly statement cycle; after two, each additional is \$3.00 per copy		Advantage, Preferred (Also waived for check image statement customers)
	Check Copies without Check Safekeeping	\$3.00 per copy		Advantage, Preferred (Also waived for check image statement customers)
	Deposit Slips and other Credit Items	\$3.00 per copy		Advantage, Preferred (Also waived for check image statement customers)
<b>IRA</b>	IRA and Coverdell ESA Direct Custodian Transfer Processing Fee	\$50.00 each plan, each occurrence	Fee for transferring funds to another institution.	N/A

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee	Accounts Qualifying for Waiver of This Fee
<b>Overdraft Items</b> <i>(an overdraft item)</i>	Overdraft Item Fee	\$35.00 each item	<ul style="list-style-type: none"><li>• When we determine that you do not have enough available funds in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid (an NSF: returned item).</li><li>• Some common examples of items are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, an ATM withdrawal, an ACH transaction, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about items, overdrafts, declined or returned items and for information about how we process and post items.</li><li>• We do not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction. We also do not charge you an Overdraft Item fee on a ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction. We do charge you an Overdraft Item fee each time we authorize and pay any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.</li><li>• We do not charge you an NSF: Returned Item fee when we decline an ATM transaction or everyday non-recurring debit card transaction. We do charge you an NSF: Returned Item fee each time we decline or return any other type of transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.</li><li>• We charge you Overdraft Item fees and NSF: Returned Item fees for no more than 4 items each day.</li><li>• When we determine that your account is overdrawn by a total amount less than \$10.00 after we finish processing for the day, we waive any Overdraft Item Fee on your account that day. However, we do charge NSF: Returned Item Fees and Extended Overdrawn Balance Charge that apply to your account that day.</li><li>• For information about our Overdraft Protection plans and overdraft practices and overdraft settings, please see our <i>Deposit Agreement and Disclosures</i> and our <i>What You Need to Know about Overdrafts and Overdraft Fees</i> notice.</li></ul>	N/A
	NSF: Returned Item Fee	\$35.00 each item		N/A

Please also review the *Deposit Agreement and Disclosures*.



**Other Account Fees (cont.)**

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee	Accounts Qualifying for Waiver of This Fee
<b><i>Overdrafts – Extended Overdrawn Balance</i></b>	Extended Overdrawn Balance Charge	\$35.00 - charged when we determine your account is overdrawn for 5 or more consecutive business days	<ul style="list-style-type: none"> <li>The Extended Overdrawn Balance Charge applies when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by depositing enough available funds in your account to cover your overdraft plus any fees we assessed within the first 5 consecutive business days that your account is overdrawn.</li> <li>For each time that your account is overdrawn 5 or more consecutive business days, we charge one Extended Overdrawn Balance Charge. We charge the fee after the 5th consecutive business day. The Extended Overdrawn Balance Charge is in addition to applicable Overdraft Item Fees and NSF: Returned Item Fees.</li> <li>If an everyday non-recurring debit card transaction or an ATM transaction, for which you did not agree to our overdraft practices, is the transaction that causes your account to become overdrawn, we do not start the 5-business day period. We do start the 5-business day period if another type of transaction either causes or increases the overdraft on your account.</li> </ul>	N/A
<b><i>Overdraft Protection Service</i></b>	Overdraft Protection Transfer Fee - transfer from a linked Bank of America savings account	\$10.00 each transfer	<ul style="list-style-type: none"> <li>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local banking center associate.</li> <li>We do not charge this transfer fee when we determine your checking account is overdrawn by a total amount less than \$10.00 after we finish processing for the day.</li> <li>Transfers will be made in increments of \$100.</li> </ul> <p><i>Effective August 7, 2010:</i></p> <ul style="list-style-type: none"> <li>Transfers from a savings account will be made for the amount required to cover the overdraft and the transfer fee. If your savings account does not have enough available funds to cover the necessary amount, we may decline to make the transfer.</li> </ul>	Advantage, Preferred
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America line of credit	See line of credit agreement	<ul style="list-style-type: none"> <li>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local banking center associate.</li> <li>Transfers will be made in increments of \$100. If your line of credit does not have enough available funds to cover the necessary amount, we may decline to make the transfer.</li> <li>We do not charge this transfer fee when we determine your checking account is overdrawn by a total amount less than \$10.00 after we finish processing for the day.</li> </ul>	Advantage, Preferred
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America credit card	See credit card agreement	<ul style="list-style-type: none"> <li>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local banking center associate.</li> <li>Overdraft Protection transfers are considered cash advances and may be subject to additional Overdraft Protection cash advance fees. See your credit card agreement for applicable rates and fees.</li> </ul>	N/A

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees (cont.)				
Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee	Accounts Qualifying for Waiver of This Fee
Research	Research Services	\$20.00 each hour	<ul style="list-style-type: none"><li>• \$20.00 minimum fee</li><li>• We may charge this fee for research related to your account that we conduct at your request or that we conduct on our own initiative regarding transaction activity or history on your account.</li></ul>	N/A
	Statement Balancing	\$20.00 each hour	<ul style="list-style-type: none"><li>• \$20.00 minimum fee</li></ul>	N/A
Miscellaneous	Balance Verification – Decedent’s Accounts	\$20.00 each request		N/A
	Check and Deposit Ticket Orders	Fee varies		Advantage, Preferred – receive free checks or discount on certain styles
	Consulate Letter Fee	\$20.00 each letter	Fee applies at banking centers in Metro New York area.	N/A
	Deposited Item Returned or Cashed Item Returned Fee	\$15.00 each foreign item		N/A
	Legal Process Fee	\$100.00* each occurrence	*Or such other rate as may be set by law. Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property.	N/A
	Reference Letter	\$10.00 each letter	For example, Bank of America relationship or deposit history for an international visa application, certain immigration documents, auctions, rental agreements or financial support for a student.	Advantage, Preferred
	Stop Payment Fee	\$30.00 each request or renewal		Advantage, Preferred
	Temporary Items – 6 checks, 2 deposit slips	\$3.00 each order		Advantage, Preferred
	Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)	Fee varies		Advantage, Preferred – waive fee for domestic incoming wire transfers

Please also review the *Deposit Agreement and Disclosures*.

## Other Account Information

This section covers some of the features and services that may apply to your account, depending on which account you have and how you use your account. Please see the *Deposit Agreement and Disclosures* for more information.

### Explanation of Some Terms

Please keep in mind the following definitions as you review the account descriptions. Other terms are defined in the *Deposit Agreement and Disclosures*.

- *Average daily balance* – to determine this balance we take the end-of-day balance in the account for each day in the statement cycle, add those balances together, and then divide that sum by the number of days in the statement cycle.
- *End-of-day balance* – the amount that we determine is in the account for a day after we finish processing that day’s transactions.
- *Minimum daily balance* - the lowest end-of-day balance in the account during a statement cycle.

### Balance Rewards® Money Market

*Annual cash bonus.* Your Balance Rewards Money Market account (“Balance Rewards account”) offers you the potential to earn an annual cash bonus. Here is how the bonus works. We set the bonus factor for your Balance Rewards account at our discretion. The bonus factor may be zero. We set the initial bonus factor on your enrollment date and then reset the bonus factor on each anniversary date. On each anniversary date we determine the average monthly balance in your Balance Rewards account for the last 12 monthly statement cycles. We calculate the bonus amount by multiplying the applicable bonus factor by your lowest average monthly balance (rounded to the nearest \$1000) for that period. To give you time to build your account balance when you first open your account, we do not consider the balances in the first two statement cycles for the account. We pay the bonus by crediting it to your account within 30 days after each anniversary date if your account remains open.

*Enrollment and anniversary dates.* Your initial enrollment date is the date you first open a Balance Rewards account, either as a new account or by converting another account. Anniversary dates occur at one-year intervals after your enrollment date. You have the option to change your enrollment date. However, if you change your enrollment date, then the bonus factor for your account is reset to the bonus factor applicable to your new enrollment date and your anniversary dates change to occur at one-year intervals from your new enrollment date. When you change your enrollment date, you forfeit any potential bonus associated with the prior time period.

*General terms.* You must keep your account open to earn the bonus. If you close your account before the bonus is credited, you will not receive the bonus. We may change the bonus factor at our discretion at any time. Different bonus factors may apply to different accounts so that the bonus factor for an account opened today may be different from the bonus factor for an account opened tomorrow. The bonus factor may be zero. We may stop offering a bonus on your account without notice. To determine the nearest \$1000, we round balances below \$500 down and round balances of \$500 or more up. We report the bonus amount to the IRS on Form 1099.

*Example:* If you open your account on May 1, then your enrollment date is May 1 and your first anniversary date is May 1 of the following year. On your anniversary date, we determine your lowest average monthly balance for the last 12 statement cycles prior to your anniversary date. If your lowest average monthly balance was \$10,325 and the bonus factor on your enrollment date was 0.50%, your bonus amount would be \$50 (round \$10,325 to \$10,000 and multiply by 0.50%).

### Direct Deposits

A direct deposit is an electronic deposit of funds to a checking or savings account.

For some checking accounts, we reduce the monthly maintenance fee for each statement cycle during which we receive at least one qualifying direct deposit to

your account. Qualifying direct deposits are deposits of regular monthly income—such as your salary, pension, Social Security benefits—which are made through the automated clearinghouse (ACH) by your employer or other payer. Other types of transfers and deposits do not qualify for the reduction in the monthly maintenance fee. Examples of non-qualifying transfers and deposits include: teller deposits, wire transfers, non-periodic direct deposits (such as tax refunds or payments for the sale of goods or services), Online Banking transfers, telephone transfers, and ATM transfers and deposits.

### Growth Money Market Savings™

*Potential to earn an interest rate bonus.* You can earn an interest rate bonus on your Growth Money Market Savings account when we receive at least one of the following transactions for credit to your Growth Money Market Savings account during each calendar month: (1) an automatic transfer of \$250 or more from your Bank of America checking account, (2) an automatic transfer of the monthly interest payment from your Bank of America CD, or (3) a direct deposit of \$250 or more.

The interest rate bonus begins to accrue within ten (10) business days after the end of the calendar month in which we determine that at least one of the transactions occurred. You continue to earn an interest rate bonus as long as we continue to receive at least one of the transactions each calendar month. If we do not receive a transaction in a calendar month, the interest rate bonus stops accruing within ten (10) business days after the end of that calendar month. If we receive a transaction in a subsequent month, the interest rate bonus begins to accrue within ten (10) business days after the end of that calendar month.

The interest rate bonus may change and may be set to zero. We may change the interest rate bonus in our discretion at any time without notice. We generally credit to your account any accrued interest bonus at the end of the monthly statement cycle.

### Linking Your Accounts

For Regular Checking, Advantage and Preferred accounts, you can avoid the monthly maintenance fee on your checking account for each statement cycle during which you meet one of the listed balance requirements. You can use the balances in many of your other accounts with us to help you meet some of the balance requirements by asking us to link your other accounts to your checking account. To use balances in your other accounts, you have to tell us what other accounts you want us to link to your checking account. We do not ordinarily link your other accounts unless you tell us to do so.

For linked accounts, we may send you a monthly statement that reports account information for all of your linked accounts instead of separate statements for each account.

Some restrictions apply to what accounts can be linked. In most states you can only link accounts that are located in the same state as your checking account. In general you can only link savings, money market savings, Individual Retirement Account (IRA), and CD accounts to your checking account. See the *Deposit Agreement and Disclosures* for more information.

Linking your Bank of America first mortgage loan to your Advantage or Preferred account. We currently service most mortgage loans we make. If we service your Bank of America first mortgage loan, you can have us link the loan to your Advantage or Preferred checking account to waive the monthly maintenance fee. Sometimes we sell loan servicing to other companies. If we sell the servicing on your loan, then it cannot be linked or used for this waiver.

# Keep the Change® Savings Service

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## Transaction Date for Savings Withdrawal Fees

To determine whether an excess withdrawal fee applies to a withdrawal from your savings account, we count the withdrawal on the date we post it to your account. If you are counting the number of withdrawals you make each monthly statement cycle, please note that the date we count the withdrawal may be different than the date you authorize or make the withdrawal. This means that we may not count the withdrawal until a later statement cycle.

## Transaction Limits for Savings Accounts

There is no limit on the number of deposits you make to your account or the number of withdrawals and transfers (“transfers”) you make at a banking center, by mail or at an ATM.

However, federal regulations and the *Deposit Agreement and Disclosures* limit you to no more than a total of six automatic or pre-authorized transfers, telephone transfers, or Online Banking transfers or payments from a savings account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If checks or debit cards are allowed on the account, no more than three of the six transfers may be made by debit card purchase, check or similar order. If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

We recommend that you do not use a savings account as your bill payment account because of these limits on transfers.

## Variable Rate

If you have an interest bearing checking or savings account, your funds earn a variable interest rate, which means that your interest rate and annual percentage yield may change. At our discretion, we may change your interest rate and annual percentage yield at any time.

When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your checking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.

We aggregate the round-up from purchases that post to your checking account each business day and make a single transfer (the “Keep the Change” transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account. We may cancel or modify the Keep the Change service at any time.

## Keep the Change® Matching Promotion

We match 100% of the amount of your Keep the Change transfers during the first three months after you enroll, and we will match 5% thereafter. The maximum total match is \$250 per year.

We will only match Keep the Change transfers on up to five checking accounts per depositor (including joint depositors) or up to five checking accounts per household, whichever is less.

The matching funds will be credited to your savings account annually, within 8 weeks after the month in which the anniversary of your enrollment in the Keep the Change savings service occurs. To receive the matching funds, your checking and savings accounts must be open and in good standing and you must still be enrolled in the Keep the Change savings service at the time the matching funds are scheduled to be paid.

Purchases with co-branded or affinity debit cards with rewards are not eligible for matching.

Earn a promotional match up to \$250 per anniversary period for each checking account with the Keep the Change savings service. You will not receive the matching funds for: a.) purchases of cash-like items, such as traveler’s cheques, foreign currency, cashier’s checks, gaming chips, and other similar instruments and things of value; and b.) account funding transactions including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored value cards. The promotional matching funds will be reported to the IRS on Form 1099. We may terminate or modify the matching promotion at any time without notice. Additional matching funds may be available through special arrangements with certain merchants and organizations. Please ask a banking center associate for details.

## Keep the Change® - Regular Savings Promotion

We waive the monthly maintenance fee on your Regular Savings account when you meet all of the following requirements:

- Open both a new personal checking account and a new Regular Savings account at the same time,
- Sign up for our Keep the Change® service when you open your new checking and Regular Savings account, and
- Use your debit card to make a purchase within ninety days of opening your new checking and Regular Savings accounts.

We waive the monthly maintenance fee on your Regular Savings account beginning after your first Keep the Change transfer from your new checking account to your new Regular Savings account. The excess withdrawal fees on Regular Savings accounts still apply if you do not maintain the required minimum daily balance in your account.

*Keep the Change® patent pending.*

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# **EXHIBIT E**



# Deposit Agreement and Disclosures

*Effective May 16, 2014*



bankofamerica.com

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Applies in all states.

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# Welcome to Bank of America

Thank you for opening and keeping an account with us.

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

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

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

## How to Get Started

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

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

by automatically transferring money from your checking account to your savings account.

- **Keep the Change®** – helps you grow your savings by automatically transferring money from your personal checking to your savings with each eligible debit card purchase.
- **Overdraft Protection Service** from another linked account, such as your savings or credit card account – helps you avoid overdrafts and declined or returned checks and other items by automatically transferring available funds from your linked account to your checking account.

## How to Access Your Account

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

- At our **banking centers** and at **Bank of America ATMs**.
- Through our **Online Banking Service** at [www.bankofamerica.com](http://www.bankofamerica.com)
- By calling **customer service** at the number on your account statement.

You can locate our nearest banking center or ATM on our website at [www.bankofamerica.com](http://www.bankofamerica.com)

# The Agreement for Your Account

## Binding Contract

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

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

When you complete our account opening documents (as an example, you sign our signature card), request an account, or keep your account open, you acknowledge that you have

reviewed and understand the terms of this Agreement and you agree to be governed by these terms. You understand that these terms, as we may change or supplement them periodically, are a binding contract between you and us for your deposit account and your deposit relationship.

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

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

## Changes to This Agreement

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

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

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

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

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

## Closing an Account

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

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

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

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

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

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

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

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

## Governing Law

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

# Explanation of Some Terms

## Definitions

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

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

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

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

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

**Business days** – our business days are Monday through Friday, excluding bank holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day and while a banking center is still open. Hours of the business day are available at the banking center.

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

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

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

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

## Headings and Interpretation

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

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

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

# Information About You and Your Account

## Information You Give Us

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

## Identification

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

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

## Bank of America’s Privacy Policy for Consumers

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

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

## Sharing Information with Affiliates

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

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

## Credit Reports and Other Inquiries

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

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

## Disclosing Information About You and Your Account

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

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

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

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

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



**Telephone Calls: Calling, Monitoring and Recording**

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

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

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

**Release of Information**

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

**Account Ownership**

**Some General Terms**

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

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

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

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

**Some Basic Terms for Joint Accounts**

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

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

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

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

Each co-owner is jointly and severally liable to us for all fees, charges and other amounts owed to us on, and all costs, losses and liabilities related to, this Agreement or the account.

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

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

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

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

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

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

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

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

**Transferring Ownership**

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

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

# Checking and Savings Accounts

## Types of Accounts

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

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

## Eligibility for NOW Accounts

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

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

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

## Demand Deposit Accounts

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

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

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

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

If you have an interest bearing checking or savings account, then please note the following.

- Your funds earn a variable rate. Your interest rate and annual percentage yield (“APY”) may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.

- We compound and credit interest to your account monthly.
- We use the daily balance method to calculate the interest on your account. The daily rate is 1/365 — or in a leap year we may use 1/366 — of the interest rate.
- For personal checking accounts and personal and business savings accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day.
- For business checking accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve).
- For Public Service Trust Accounts, the daily balance method applies a daily periodic rate to the collected balance in the account each day (less an amount that we determine is required to offset service charges).
- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item no later than the business day on which we receive credit for the non-cash item.

Some checking and savings accounts do not earn interest. The checking and savings accounts that earn interest are described in the *Schedule of Fees* as interest bearing accounts. Other checking and savings accounts do not earn interest. We pay interest only in whole cents.

We set interest rates at our discretion. The interest rate and APY we offer on the same type of account may be higher or lower based on the specific customer, account location or channel through which the account is opened. As an example, an account opened through our Online Banking channel may earn a different rate (either higher or lower) than the same type of account opened in a banking center or by mail. We may also consider your relationship with us in setting interest rates on your account, such as whether you have other accounts with us, your balances with us in your other accounts and how you use services that we offer with accounts.

We occasionally offer interest rate bonuses and other special promotions on specific accounts or to specific customers. These offers do not apply to all accounts, customers, locations or methods of account opening.

You may obtain current interest rates for your account by calling us at the number for customer service on your statement or by asking a banking center associate.

**Balance Tiers** The daily interest rate we pay on some accounts depends on the tier into which the balance in the account falls. A tier is a range of account balances. If you have one of these accounts, your balance earns the interest rate and APY in effect that day for the balance tier associated with your end-of-day balance. We may set the rate for each tier in any amount. The interest rate for one tier may be the same rate, or a higher or lower rate, than the rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers apply to different types of accounts.

## Combined Balance Service

With some checking accounts you can designate your checking account as your primary checking account and then link many of your other accounts to it for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the combined balance required to avoid the monthly maintenance fee on your primary checking account. The *Schedule of Fees* lists the required combined balance for each checking account to which the service applies and the types of accounts that can be linked for pricing.

You must tell us what other accounts you want us to link to your checking account for pricing. We do not link your other accounts for pricing unless you tell us to do so. An account can only be linked for pricing to one checking account at a time. To determine what accounts are linked for pricing, please call us.

When an existing account is closed and a new account is opened to replace the existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account for pricing.

When we calculate the combined balance, we may ignore accrued interest. For each linked account, the period of time that we use as the basis for calculating the balance, and the day that we use to determine the balance, in the linked account may be different from the statement cycle for the primary checking account.

You still need to meet the balance requirements, if applicable, in each linked account to avoid the monthly maintenance fees on those accounts.

You understand that the statement for your primary checking account may include information about each linked account, including the account name, number and balance. We may make this information available to each owner and signer of any linked account. We may also send you a single combined statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. See *Combined Statements* in the *Statements and Notices* section.

## Limits on Linking Accounts

Some restrictions apply to what accounts can be linked to checking for pricing, including the following. You can generally link accounts that are located in the same state as your checking account. In some states you can also link accounts located in different states. You may only link an account to one checking account at a time. At least one of the owners of the linked account must also be an owner of the checking account. You may not link personal and business accounts together.

We may in our discretion place other restrictions on what accounts can be linked.

## Limits on Withdrawals and Transfers from Savings Accounts

This Agreement and federal law impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings account. Please note that these limits do not apply to withdrawals and transfers you make at one of our banking centers, by mail or at an ATM.

You can make no more than a total of six transactions each monthly statement cycle (or each month if you have a quarterly statement cycle) from among the following:

- Preauthorized transfers from your savings account (including transfers for overdraft protection).
- Telephone transfers or other electronic transmissions from your savings account.
- Online banking transfers or bill payment transfers from your savings account.
- Transfers by check, draft or debit card, if allowed on your savings account.

We count a transaction on the date that we post it to your savings account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one statement cycle may not be counted until a later statement cycle.

If you exceed the transaction limits on more than an occasional basis, we may revoke your privileges on that account or we may convert your savings account to another type of account, such as a checking account. Your funds may no longer earn interest after we convert your account.

When you use our Online Banking bill payment service, we recommend that you do not use a savings account as your bill payment account because of these limits on transfers.

Note: Even if you make no more than 6 transactions, a fee may still apply to some withdrawals or transfers. Please see the *Schedule of Fees* for your account.



# Time Deposit or CD Account

When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. We often refer to a time deposit account as a “CD” or a “Certificate of Deposit”, even though we do not issue a “certificate”.

This Agreement applies to CDs you open under your Individual Retirement Account (IRA) or Coverdell Education Savings Account (CESA) plans. Please see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and the *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional terms of these plans.

A time deposit account is neither transferable nor negotiable.

## Types of CDs

We offer several different types of CDs for personal and business customers.

The *Personal Schedule of Fees* describes our personal CDs.

The *Business Schedule of Fees* describes our business CDs.

## How we Calculate Interest on CDs

Your funds earn interest during the term of the time deposit account. We calculate interest as follows:

- Time deposits earn interest at a fixed rate except for Opt-Up® CDs and Variable Rate IRAs. Fixed rate means that the interest rate that we apply to your account on the day we open it will not change for the term of the account.
- For an Opt-Up CD, your interest rate and annual percentage yield may change. The interest rate that we apply to it on the day that we open your Opt-Up CD remains fixed throughout the term of your Opt-Up CD unless you exercise your one time option to reset the interest rate. This reset option is described in the *Schedule of Fees*.
- For a Variable Rate IRA, your funds earn a variable rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate for your account at any time without notice or limit.
- For terms of 27 days or less, we credit interest to your account at maturity. For terms of 28 days or more, we compound interest monthly and we credit interest to your account monthly and at maturity or disburse it to you according to the interest disbursement option you select.
- We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the ledger balance that we determine is in the

account each day. The daily rate is 1/365 — or in a leap year we may use 1/366 — of the interest rate.

- When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item on the business day the deposit is received. Deposits you give us on a weekend or bank holiday are treated as received the next business day.
- The annual percentage yield for your account assumes that interest will remain on deposit until maturity. A withdrawal will reduce earnings.

We generally set interest rates for new time deposit accounts based on the type of CD, the amount you deposit, and the term you select. Rates for new accounts may change daily. We pay interest only in whole cents.

We may also set interest rates based on a specific account or customer, or based on the location or channel through which we open the account. This means that the interest rate and APY we offer on the same type of CD may be higher or lower based on the specific customer, location or method of account opening. For example, a CD opened through our Online Banking channel, may earn a different rate (either higher or lower) than the same type of CD opened in a banking center or by mail. We may offer interest rate bonuses and other special promotions to specific customers or accounts. Interest rate bonuses and other special promotional offers may not apply to all customers, locations or methods of account opening.

You may obtain current rates by calling us at the number for customer service on your statement or by asking a banking center associate.

## Disbursing Interest

You may choose to have us credit your interest to your account. With this option, we reinvest the interest in your account monthly and at maturity.

Alternatively, you may have us regularly disburse the interest from your account by having us credit the interest to a Bank of America checking or savings account or by having us mail a check for the interest.

Depending on the term of your account, disbursement options include monthly, quarterly, semi-annually, annually on the anniversary date, and at maturity.

## CDs That Automatically Renew

Unless your account information states that your time deposit does not automatically renew, we automatically renew your account by reinvesting your funds. We reinvest both principal

and interest, unless you elected to have your interest disbursed. (See *Disbursing Interest* in this chapter.)

When we automatically renew your CD, the term for the reinvested CD is the same length as the previous term of your account unless we notify you that we are changing the term of the CD. For time deposits with a fixed interest rate, the interest rate and APY for any renewal term is based on the rate we offer on the first day of the new term for the type of CD, amount and term of the reinvested deposit. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing accounts.

If at any maturity date we no longer offer time deposit accounts of the same term and type, we may reinvest your funds in a time deposit that we believe offers similar features.

## CDs That Do Not Automatically Renew

Some time deposit accounts do not automatically renew. If your account information states that your time deposit does not automatically renew, then your account does not earn interest after its maturity date.

## Grace Period

The grace period begins on the first day after the maturity date. The grace period is one calendar day for terms of seven through 27 days and seven calendar days for terms of 28 days or more. You may make a deposit or withdrawal, or change the length of the term, once during the grace period and, if you take one of these actions, the grace period ends on that day. If the last day of the grace period is a non-business day (a weekend or bank holiday), then the grace period ends on the last business day before that non-business day. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the type of CD, amount, and term of the deposit.

## Deposits to a CD

You may make an additional deposit to your account during its grace period. Otherwise, for all CDs except Variable Rate IRAs you may not make deposits during the term of the CD.

You may not make a deposit to a time deposit account by wire or automated clearinghouse (ACH) transfer.

## Early Withdrawals

You have contracted to keep your funds on deposit for the stated term. You may not withdraw all or part of a time deposit account except as provided in this Agreement.

At our discretion, we may allow you to withdraw all or part of your funds at times other than the grace period. We withdraw

interest before principal. Each time we permit you to make an early withdrawal of principal, we may charge you an early withdrawal penalty. If your account has not earned enough interest to cover an early withdrawal penalty, we deduct any interest first and take the remainder of the penalty from your principal.

We calculate all early withdraw penalties on the principal amount withdrawn at the interest rate in effect on the account on the withdrawal date. The early withdrawal penalty is:

- For CDs with terms of less than 90 days, the greater of all interest earned on the amount withdrawn or an amount equal to seven days interest on the amount withdrawn;
- For CDs with terms of 90 days up to 12 months, the penalty is an amount equal to 90 days interest on the amount withdrawn;
- For CDs with terms of 12 months up to 60 months, the penalty is an amount equal to 180 days interest on the amount withdrawn; and
- For CDs with terms of 60 months or longer, the penalty is an amount equal to 365 days interest on the amount withdrawn.

Please note that the term of a CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

We add to the early withdrawl penalty the amount of any cash bonuses we paid you when you opened or reinvested the account.

If we are required to pay an amount from your CD (e.g. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

An early withdrawal from an IRA may also be subject to additional federal tax (and possibly additional state and local taxes) if you are under age 59 1/2.

## Closing or Redeeming a CD

We may close or redeem an automatically renewable account at the end of the term. You may close or redeem your account during its grace period.

# Information About Fees and Charging Your Account

## Fees

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us.

**Account Fees** Your account is subject to the fees described in the *Schedule of Fees* that applies to your account.

- The *Personal Schedule of Fees* lists account fees that apply to our personal deposit accounts.
- The *Business Schedule of Fees* lists account fees that apply to our business deposit accounts except for Commercial accounts (the *Business Schedule of Fees* does not apply to Commercial accounts).
- The schedule that applies to your account is part of the binding contract between you and us.

The fees for many of our products and services may vary from state to state or between regions within a state. We charge account fees to you based on the state or region in which the banking center where we maintain your account is located. Account fees are not based on your state of residence or the state where you use or purchase the service. Your account fees and terms may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us.

**Fees for Other Services** In addition to checking, savings and CD accounts we also offer many other services, such as wire transfers, cashier’s checks and bond redemption. You can get current information about these services and the fees that apply to them at a banking center or by calling us at the customer service number shown on your account statement. We may occasionally list fees for some of these services in the *Schedule of Fees*. Fees for these services may vary from state to state. The fees you pay for these services are those charged by us in the state where we sell you the service. We may change these fees at any time without notice.

**How We Set Fees** We set our fees based on many factors, including the value we offer, our competitive position, deterrence of misuse of an account by our customers, consideration of profit and the safety and soundness of the Bank. We may also consider costs in setting fees, but we do not set our fees based only or primarily on the direct or overall costs and expenses associated with providing the particular account or service involved.

## Charging an Account

We may deduct fees, overdrafts and other amounts you owe us under this Agreement from your accounts with us or our affiliates, except that this provision does not apply to any consumer credit covered by the Federal Truth in Lending law. We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. You agree to pay immediately all fees, overdrafts and other amounts you owe us.

We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay fees, overdrafts and other amounts you owe us.

Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under federal or state law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this Agreement.

# Insufficient Funds – Overdrafts and Returned Items

You can avoid fees for overdrafts and declined or returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts, such as our Online Banking service and Online Alerts. Please see *How to Get Started* section in the *Introduction*.

We recommend that you enroll in one of the optional Overdraft Protection plans described below. These plans can help you avoid overdrafts and declined or returned items. While fees apply when you use an Overdraft Protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items.

## Overdrafts and Declined or Returned Items

When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional Overdraft Protection plans and have enough available funds in the linked account under the Overdraft Protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

The *Schedule of Fees* for your account explains when we charge you fees for overdrafts and for declined or returned items and the dollar amount of the fees. Please review the *Schedule of Fees* for your account carefully.

If we overdraw your account, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Sometimes funds in your account are not available to cover your checks and other items. When we determine that funds in your account are subject to a hold, dispute, or legal process,

then these funds are not available to cover your checks and other items. We usually make this determination once at the end of the day when we process items. As examples of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card transactions.

We may also treat as an insufficient funds item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft.

For some business accounts, when your account is overdrawn, we also charge you interest on the overdraft amount. Please see the *Schedule of Fees* for your account.

*What are “items”?* Items include all orders and instructions for the payment, transfer, or withdrawal of funds from your account. As examples, item includes a check, draft, image, substitute check, everyday non-recurring debit card transaction, recurring debit card transaction, ACH transaction, ATM transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, withdrawal slip, and in-person payment, transfer or withdrawal instruction. For more examples, please review the definition of items in the *Explanation of Some Terms* section.

*What are everyday non-recurring debit card transactions and what are recurring debit card transactions?* Everyday non-recurring debit card transactions are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis. As examples, you use your debit card for purchases of groceries, gas, or coffee in the morning. Recurring debit card transactions are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for rent, mortgage, car, or utility payments.

## Extended Overdrawn Balance Charge

The Extended Overdrawn Balance Charge is an overdraft fee. This fee is in addition to Overdraft Item and NSF: Returned Item fees that may apply to your account for each overdraft or returned item. This additional charge applies to your account when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by promptly covering your overdraft – deposit or transfer enough available funds to cover your overdraft, plus any fees we assessed, within the first 5 consecutive business days that your account is overdrawn.

Please see the *Schedule of Fees* for your account for more information about this fee.

**Personal Accounts - Overdraft Practices and Settings**

We automatically apply our standard overdraft practices to personal accounts. We refer to this as our Standard Overdraft Setting. We also offer an optional Decline All Transactions overdraft setting.

*With our Standard Overdraft Setting*, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions. This means that we decline everyday non-recurring debit card transactions and ATM transactions when we determine that at the time of the transaction you may not have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. There is an exception for some ATM withdrawals. We may occasionally give you the opportunity at our ATMs to agree to our overdraft practices for a specific ATM withdrawal and, if you agree, we authorize and pay that ATM withdrawal. Please note that overdraft fees can apply to these withdrawals. We tell you at our ATM when this is available. With this overdraft setting, we may authorize and pay overdrafts for other types of transactions. Other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, ACH transactions, preauthorized payments, and automatic and online bill payments. For more examples of other transactions, please review the definition of items.

*Optional Decline All Transactions Overdraft Setting.* This is an optional overdraft setting that you can ask us to apply to your account. With the Decline All Transactions overdraft setting, you ask us not to authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. This means that you are telling us to decline or return these transactions unpaid. Please note that returned item fees can apply to declined or returned transactions.

*With either overdraft setting*, your account might still become overdrawn. Here is an example of how that could occur. You want to use your debit card to make a purchase and a merchant asks us to authorize the transaction. We authorize the transaction because we determine you have enough available funds in your account at this time. However, we do not receive the debit card transaction from the merchant for processing and posting to your account that day. We do receive another transaction (such as a check you previously wrote) that we process and post that day and that other transaction reduces the available funds in your account below the amount of the debit card transaction. This means, unless you promptly trans-

fer or deposit enough available funds, when we receive the debit card transaction, it will overdraw your account.

*With either overdraft setting*, you may still incur fees for overdrafts and declined or returned items. Please review the *Schedule of Fees* for your account carefully.

**Business Accounts - Overdraft Practices and Settings**

We automatically apply our standard business overdraft setting to business accounts. With our standard business overdraft setting, we may occasionally authorize and pay overdrafts for all types of transactions. For some business accounts, we offer an optional Decline All Transactions overdraft setting that you can ask us to apply to your account. With the Decline All Transactions overdraft setting, you ask us not to authorize or pay any transaction unless we determine that at the time of the transaction you appear to have enough available funds in your account (or in any applicable Overdraft Protection plan) to cover the transaction. This means that you are telling us to decline or return these transactions unpaid. Please note that returned item fees can apply to declined or returned transactions.

*With either overdraft setting*, you may still incur overdrafts and fees for overdrafts and declined or returned items.

**Posting Orders**

We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate. When you do not have enough available funds to cover all of the items presented that day, some processing and posting orders can result in more insufficient funds items and more overdraft and returned item fees than other orders. We may choose our processing and posting orders regardless of whether additional fees result.

Please see the *Processing and Posting Orders* section for more information.

**Occurrences**

An “occurrence” is a day during which your account has at least one overdraft item or returned item. The fee for each overdraft item and each returned item may vary based on the number of occurrences for your account during the current monthly statement cycle and preceding 12 monthly statement cycles. If we transfer your account to another banking center or convert it to a different type of account, your record of overdraft items and returned items continues to apply.

**Overdraft Protection Plans**

We recommend that you enroll in one of the optional Overdraft Protection plans described below to help protect your account from overdrafts and declined or returned items. You can enroll most checking accounts and money market savings accounts in these plans. Please ask us whether your account is eligible. The fees under these plans may be less expensive than the fees for overdrafts and returned items.

The *Schedule of Fees* for your account explains the fees and other charges that apply to Overdraft Protection plans. Please review the *Schedule of Fees* for your account carefully.

Please note the following. Some of these Overdraft Protection plans are not available in all states. Only one plan can be linked to an account at a time. Some accounts are not eligible for these plans. Under some plans we make transfers in a minimum amount so we might not make a transfer if you do not have at least the minimum transfer amount available under the plan. To link accounts under these plans, at least one of the owner(s) of the account must usually be an owner of the other account. Certain other restrictions apply.

**Overdraft Protection from Another Deposit Account** This plan links your account to another Bank of America deposit account for overdraft protection. The other deposit account can be a second checking account or a savings account.

When you do not have enough available funds in your account to cover an item, we may automatically transfer funds from the available balance in your other deposit account to your account. We generally charge an overdraft protection transfer fee for each transfer. Funds you deposit into your other deposit account may not be available immediately for overdraft protection transfers. If you use your savings account for this service, each transfer counts as one of the six limited transactions you are allowed each month from your savings account. We cancel this Overdraft Protection plan if your account or the other deposit account is closed.

Please see the *Schedule of Fees* for your account for more information about overdraft protection from another deposit account.

**Overdraft Protection from Your Credit Card** This plan links an eligible Bank of America credit card to your account for overdraft protection.

When you do not have enough available funds in your account to cover an item, we may automatically advance available funds from your linked credit card account and transfer the funds to your account. An advance is made under, and is subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are

in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to fees and finance charges under your credit card agreement. For some business accounts, we may also charge an additional overdraft protection transfer fee to your account for each transfer.

Please see your credit card agreement for more information about overdraft protection from your credit card account.

**Overdraft Protection from Your Line of Credit** This plan links an eligible Bank of America line of credit to your account for overdraft protection.

When you do not have enough available funds in your account to cover a check or other item, we may automatically advance funds from your linked line of credit and transfer the funds to your account. The advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the line of credit agreement. We may also charge an additional overdraft protection transfer fee to your account for each transfer.

Please see your line of credit agreement for more information about overdraft protection from your line of credit.



# Processing and Posting Orders

## Processing Transactions and Posting Orders

Posting transactions to your account impacts your account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include teller deposits, direct deposits and credits we make. Holds include deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees.

We use automated systems to process transactions and then to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

## Posting Orders

This section summarizes how we generally post some common transactions to your account.

We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type.

After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

We start with the balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add credits to your balance and then subtract debits from your balance. Some, but not all, of our categories are shown below. For each debit category shown below, we list some common types of debits that we assign to the category and summarize how we generally post them within the category.

- We add deposits and other credits to your balance.
- Then, we subtract from your balance in date and time order the types of debits listed in this paragraph, when our systems receive date and time information. If our systems do not receive date and time information, then we subtract the remaining debits in this category from your balance in order from the highest to lowest dollar amount.

Common debits in this category include:

- one-time and recurring debit card transactions;
  - withdrawals made at our tellers and ATMs;
  - one-time transfers made at ATMs, through our tellers, by telephone, and through Online Banking and Mobile Banking;
  - checks you wrote that are cashed at our tellers; and
  - wire transfers.
- Then, for other checks you wrote, we subtract from your balance checks with check numbers sequentially in check number order when our systems can read the check number. Next, checks without a check number that our systems can read are subtracted in order from highest to lowest dollar amount.
- As an example, on the same business day we receive five checks that you wrote and were not cashed at a teller. Our systems can read three of the check numbers, which are #105, #112, and #115. The other two checks do not have check numbers that our systems can read. We subtract check #105 first, then #112, and then #115. Then, we subtract the two remaining checks in order from the highest to lowest dollar amount.
- Then, we subtract from your balance many other types of electronic debits in order from the highest to lowest dollar amount. These debits include: scheduled transfers, preauthorized or automatic payments that use your deposit account number (generally referred to as automated clearing house (ACH) debits), and Online Banking and Mobile Banking bill payments.
  - Then, we subtract from your balance most fees (such as monthly maintenance fees, overdraft item fees, returned item fees, and ATM fees) in order from highest to lowest dollar amount. Some fees may show as “processing” until the next day.

## Changing Posting Orders

You agree that we may determine in our discretion the orders in which we post transactions to your account.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

## Posting Orders Determined at End of Day

We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as processing. As an example, we show some transactions as processing on the Account Details screen in Online Banking. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should note that often we do not receive debits on the same day that you conduct them. As an example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later.

We generally post credits and debits to your account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

## Overdraft Fees

We generally determine at the time we post a debit to your account whether it creates an overdraft and whether an overdraft or returned item fee applies. You should note that sometimes we authorize a transaction at a time when you have enough available funds to cover it, but because other transactions post before it and reduce your balance, the transaction creates an overdraft when we post it to your account. You can avoid fees for overdrafts and returned items by making sure that your account always contains enough available funds to cover all of your transactions. When your account balance includes some funds that are subject to a hold, dispute or legal process, you should note that those funds are not available to cover your transactions.

We offer services to help you manage and keep track of your finances, such as Online Banking and Online Alerts. Please see “How to Get Started” at the beginning of this agreement.

Our posting orders can impact the number of overdraft fees we charge you when you do not have enough available funds to cover all of your transactions. When several debits arrive the same business day for payment from your account and you do not have enough available funds in your account to cover all of the debits we receive for that day, you understand that some posting orders can result in more overdrafts, and more fees for overdraft items and returned items, than if we had used other

posting orders. You agree that we may in our discretion choose our posting orders, and also change them from time to time, regardless of whether additional fees may result.

When your account balance includes some funds that are not available at the time that we post a debit, and you do not have enough available funds in your account to cover the debit, the debit results in an overdraft and we generally charge you an overdraft item fee or returned item fee for the debit. You should note that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

## Certain Transactions Made After Business Day Ends

During processing, we generally include in your account balance some transactions that you make after the business day cut-off, but before the end of the calendar day. These transactions are described below. This can impact fees that apply to your account. The credits can help you avoid overdrafts, returned items, and related fees. However, the debits can cause you to incur overdrafts, returned items, and related fees. You should note that we show these transactions on your statement as posting to your account on our next business day.

*Credits.* We generally add to your account balance the following credits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash deposited at one of our ATMs or banking centers, and
- Transfers to your account from another deposit account with us made at one of our ATMs or banking centers, through Online Banking, Mobile Banking, or by calling customer service.

*Debits.* We generally subtract from your account balance the following debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day:

- Cash withdrawals made at one of our ATMs or banking centers, and
- Transfers from your account made at one of our ATMs or banking centers, through Online Banking, Mobile Banking, or by calling customer service.

# Processing Deposits and Cashed Items

We may forward deposits, cashed items and other transaction requests for an account to one of our processing centers. We may use the date that our processing center receives the transaction as the effective date of the transaction.

## Cashing Items or Accepting Items for Deposit

We may accept, accept for collection only, refuse, or return all or part of any deposit. If we accept checks or other items for deposit to your account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them.

- If we cash a check or other item for you or credit it to your account and it is not paid for any reason, we may charge your account for the amount of the check or other item, even if this causes your account to become overdrawn.
- We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.
- If your account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposit unless you can prove our determination was erroneous.
- We may refuse to accept for deposit to your account items payable to another person.
- In receiving checks or other items for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- We may assess a charge for processing cash in a deposit.
- If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit.
- You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

**Deposit Slips** You should always use our personalized deposit slips with your preprinted name and account number. If you use a blank deposit slip from one of our banking centers, rather

than your personalized deposit slip, we are not liable to you for errors that may result from your or our hand encoding the account information.

**Cashier's Checks** We cannot verify that money orders, cashier's checks or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash, or accept for deposit, a money order, cashier's check or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your account for the amount of the item. This may occur even if we previously made the funds available to you, or this causes your account to become overdrawn.

**Foreign Items** You should be especially cautious about accepting items drawn on banks located outside of the United States. See *Foreign Items and Foreign Currency*.

## Checks Lost in the Collection Process

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. We may charge your account for the amount of the check, even if this causes your account to become overdrawn, if a check is lost during the collection process or if the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check.

A check that was lost may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

## Collection Items

We may accept certain items — such as certain securities and checks payable in foreign currencies or at foreign locations — on a collection basis only. We route and process collection items separately. We normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, we may debit your account for the amount of the item, even if this causes your account to become overdrawn.

We charge fees for processing collection items. Financial institutions in the collection process and the financial institution on which the collection item is drawn may also charge fees. If a financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. A financial institution may subtract its fee from the amount of the payment we receive. You have to pay these fees even if the collection item is returned unpaid.

For our current collection fees, call us at the number for customer service shown on your statement, or ask a banking center associate.

## Demand Drafts and Remotely Created Checks

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not authorized by the persons on whose accounts it was drawn.

## Deposit Preparation and Acceptance

When you make deposits through our banking centers, including lobby boxes, ATMs, night depositories and other automated depositories, or by mail, we may use the method of delivery to our branch or processing center to determine when we accept the deposit, when you receive credit for the deposit, and whether deposit fees apply.

If we credit your account for a deposit and provide you with a receipt, we may use the amount shown on the deposit slip or otherwise specified by you. The amount of the credit is subject to subsequent verification by us and, after review, we may adjust your account for any errors.

Any of our employees or authorized agents may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made thru the mail, a lobby box, a night depository, or other automated depository. You agree not to dispute that employee or agent's determination of the amount you delivered. We may treat these funds as not accepted by us for deposit until we have verified the amount.

If you make your deposit through a mechanical or automated depository such as an ATM or night depository, you agree to exercise due care in opening, closing and properly securing the depository.

If your deposit includes items that we do not accept for deposit, we may hold those items until claimed by you.

## Deposit Error Correction

When we accept your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account. We report adjustments on your account

statement. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

## Encoding Deposits

If you are a business client, you may ask us for permission to encode the MICR (Magnetic Ink Character Recognition) line of an item you deposit with us. If we permit this, you agree to follow the instructions we give you for preparing and encoding your deposits. If you make an encoding mistake that results in costs, losses or damages to us, you agree to reimburse us for our costs, losses and damages, including attorneys' fees. We may charge them to your account. We are not liable for any claims, costs, losses, or damages you may incur when you encode your own items.

If our equipment is unable to read what we consider a significant number of your encoded items, we may refuse to accept some or all of your items and we may charge you fees for each item we do accept.

You must provide us with a replacement or a copy of each original check if the deposit is lost or destroyed. We are not liable to you if you are unable to do so.

## Endorsing Checks

We may endorse and/or collect items deposited to your account without your endorsement but may, at our option, require your personal endorsement prior to accepting an item for deposit. If you deposit items which bear the endorsement of more than one person or of persons who are not signers on the account, we may refuse the item or may require you to have their endorsement guaranteed before we accept an item.

We may accept for deposit checks payable to any signer on your account when endorsed by any other signer.

When you endorse checks that you ask us to cash or deposit, you must endorse checks in the area that extends 1 1/2 inches from the trailing edge of the back of the check. You must also confine information that you place or have preprinted on the back of your checks to the same area. Otherwise, it may overlap into the area reserved for the banks' endorsements. The

trailing edge is the left side of the check when you look at it from the front.

If you endorse a check outside of that area, mark or otherwise obscure the other area or a prior endorsement or make an endorsement that is illegible or incomplete, we may refuse the item or we may accept such nonconforming endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result.

If it becomes necessary for us to return one of your checks, your endorsement or information placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a check due to material entered on the back of the check that obscured or interfered with the depository or another bank's endorsement.

### Identifying the Account for Your Deposit

You must correctly identify the account to which you want funds deposited. We may credit a deposit to an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

You are responsible for any claim, cost, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made.

### Overpayments and Reversals

If funds to which you are not entitled are deposited to your account by mistake or otherwise, we may deduct these funds from your account, even if this causes your account to become overdrawn. If the funds were transferred from your account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

### Returned Items

This section applies to items that you deposit or that we cash for you (a "cashed or deposited item") and includes items drawn on us as well as items drawn on other financial institutions. You are responsible for returned items.

If a cashed or deposited item is returned to us at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearing-house rule. We may also deduct from your account any interest you may have provisionally earned on the item. We may charge

you a fee for each returned item. Different fees may apply to domestic and foreign items. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic, automated clearinghouse ("ACH") or other means or on the day we receive notice that the item is being returned to us - whichever is earlier.

As an example: if an item deposited in your account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your account or place a hold on the amount of that item against your account until the claim is finally resolved. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your account. We are not liable to you if there are insufficient funds to pay your items because we withdraw funds from your account or in any way restrict your access to funds due to a hold or debit to your account in connection with a returned item. You agree to repay immediately an overdraft caused by a return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document ("IRD") or an image, instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send the unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we may send you a notice. We do not send a notice about returned checks of less than \$2,500.

### Substitute Checks

You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents ("IRD") that purport to be substitute checks and have not been previously endorsed by a bank. If you cash or deposit such an

item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for all claims, losses, costs and damages we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards or causes duplicate payments.

### Third-Party Endorsements

We may require that checks and other items you want to deposit or cash be endorsed by all parties to whom the items are payable. We may require verification of any endorsement through either an endorsement guarantee or personal identification.

## When Funds are Available for Withdrawal and Deposit Holds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day after the day of your deposit. However, in some cases we place a hold on funds that you deposit by check. A hold results in a delay in the availability of these funds. When we place a hold, you will have to wait a few days before being able to use the funds. When we decide to place a hold at the time you make your deposit, the teller or ATM gives you a notice that lets you know funds are on hold. For ATM deposits, the hold notice is usually included on the ATM receipt. The hold notice will let you know the date and the time when the funds will be available for you to use. In some cases, you will not get the hold notice from the teller or ATM, but later by mail. You can avoid holds by using direct deposit or wire transfer.

In many cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. This means that, from time to time, a deposited check may be returned unpaid after we made the funds available to you. Please keep in mind that even though we make funds from a deposited check available to you and you withdraw the funds, you are still responsible for problems with the deposit. If a check you deposited is returned to us unpaid for any reason, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

### Your Ability to Withdraw Funds

Our general policy is to make funds from your cash and check deposits available to you no later than the first business day

after the day we receive your deposit. Our policy is to make funds from electronic direct deposits made through the automated clearing house (ACH) and incoming wire transfers available to you on the day of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit on a business day that we are open at one of our banking centers before 2:00 p.m. local time, or at one of our ATMs before 2:00 p.m. local time in the state where we maintain your account, we consider that day to be the day of your deposit. However, if you make a deposit after such times, or on a day when we are not open or that is not a business day, we consider that the deposit was made on the next business day we are open. Some locations have different cutoff times.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available no later than the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available by the first business day after the day of your deposit, we generally notify you at the time you make your deposit. We also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we mail you the notice by the next business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will



be available. They will generally be available no later than the seventh business day after the day of your deposit.

**Special Rules for New Accounts**

If you are a new customer, the following special rules may apply during the first 30 days the account is open. Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks are available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 is available by the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of deposit. Funds from all other check deposits are generally available by the fifth business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

**Government Checks, Cashier’s Checks and Other Special Types of Checks**

Our policy is to make funds from U.S. Treasury checks that are payable to you available no later than the first business day after the day of the deposit.

If you make the deposit in person to one of our employees, and meet the other conditions noted below, our policy is to make funds from the following types of deposits available no later than the first business day after the day of your deposit:

- State and local government checks that are payable to you and are deposited in an account in the same jurisdiction that issued the check.
- Cashier’s, certified and teller’s checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders that are payable to you.

If you do not make your deposit of these checks in person to one of our employees (for example, if you mail the deposit), our policy is to make funds from these deposits available no later than the second business day after the day of your deposit.

However, we may place longer holds on certain items for other reasons, such as large deposits (see *Longer Delays May Apply* above).

**Cash-Withdrawal Limitation**

If we delay availability of your deposit, we place certain limitations on withdrawals in cash or by similar means. In general, \$200 of a deposit is available for withdrawal in cash or by similar means no later than the first business day after the day of deposit. In addition, a total of \$400 of other funds becoming available on a given day is available for withdrawal in cash or by similar means at or after 5:00 p.m. on that day. Any remaining funds will be available for withdrawal in cash or by similar means on the following business day.

Similar means include electronic payment, issuance of a cashier’s or teller’s check, certification of a check, or other irrevocable commitment to pay, such as a debit card transaction.

**Holds on Other Funds**

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

**Processing Withdrawals**

We may forward withdrawals and other transaction requests for an account to one of our processing centers. We may use the date that the processing center receives the transaction as the effective date of the transaction.

**Cashing Checks for You**

Check cashing services may not be available at some banking centers. We may occasionally refuse to cash a check written to you. If we do cash such a check and it is returned to us unpaid for any reason at any time, we may deduct the amount of the check from your account, even if this causes your account to become overdrawn, and we may charge you a fee.

We may cash checks payable to any signer on your account when endorsed by any other signer.

If you ask us to cash a check or other items for you, we may apply the proceeds of the check or other item to fees, overdrafts and other amounts you owe us.

**Cashing Your Checks for Others**

If a person wants to cash your check in one of our banking centers, we may:

- require identification satisfactory to us,
- charge them a fee for cashing the check; and
- impose additional requirements, such as requiring their fingerprint or limiting the locations where we will pay the check in cash.

If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check. We are not liable to you for refusing to cash the check or for charging a check-cashing fee.

**Checks with Legends or Restrictions**

Some customers print or write legends or restrictions on their checks. Sometimes the person to whom the check is payable prints or writes a legend or restriction on the check. Legends and restrictions include conditions, special or restrictive instructions, and other notations. Some examples are: “not valid after 60 days”, “not valid over \$1,000” or “paid in full”. We may disregard legends and restrictions. We may pay the item even if the legend or restriction has not been met. We are not liable to you for any claims, costs, losses or damages that result from the placement of these legends or restrictions on your checks, or from our failure to abide by them.

**Collection Items**

When another financial institution submits to us for collection an item drawn on your account, we may charge the other financial institution a fee. When you do not have enough funds in your account for us to process a collection item drawn on your account, we may charge you an overdraft or returned item fee.

**Check Stock and Ink**

You agree to bear the risk of loss if you use check stock that contains defects, such as printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers.

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You also agree to bear the risk of loss if: you elect to have your checks printed by a vendor that has not been approved by us; you use check stock or features (such as security features) that cause critical data to disappear or be obscured upon

truncation; or you make your check out in a way (such as, using a lightly colored ink) that causes critical data to disappear or be obscured upon truncation.

**Converting Checks to Electronic Debits**

Some businesses convert checks that you give them into electronic debits (sometimes referred to as an electronic check) and then sends us an electronic debit for the transaction amount. When we receive the electronic debit, we charge it to your account. We may receive the electronic debit to your account immediately after the business enters the transaction, so you may have a reduced right to stop payment and you may incur an overdraft if you do not have sufficient funds in your account to cover the amount of the check at the time you write the check or authorize the transaction. Since the check is not sent to us, we do not have a copy of your check. We list these electronic debits on your account statement. If the business uses your check to initiate an electronic debit at the point of sale, the business should give you notice of the conversion and return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A business that receives your check by mail and converts it to an electronic debit may give you notice of the conversion and destroy the original check.

**Examining Checks**

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Although we may visually review a sample of checks and other items from time to time, reasonable commercial standards do not require us to do so.

We select some checks for review based on certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a

signature that, in our sole opinion, resembles the specimen signature on file with us.

Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your account statement, and immediately report any suspicious or unauthorized activity to us. You agree that automated processing of your checks is reasonable and that you accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

### Items Resulting from Voluntary Disclosure

If you voluntarily disclose your account number to another person orally, electronically, in writing or by other means, you are deemed to authorize each item, including electronic debits, which result from your disclosure. We may pay these items and charge your account.

### Large Cash Withdrawals

We may require reasonable advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a banking center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

### Paying Checks and Other Items

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the item has been deposited for collection at another financial institution — whichever is earlier. If you do not have sufficient available funds to cover the item, we decide whether to return it or to pay it and overdraw your account.

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the item or notice and the time we must return the item. We are required to determine your account balance only once during this time period.

When you deposit checks or other items that are drawn on another account with us, we may treat such items as presented to us for payment on the business day that they are received by our office that processes checks drawn on the other account.

### Stale-Dated and Postdated Checks

If a stale-dated check — that is, a check dated more than six months in the past — is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check — a check dated in the future — is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it. See the *Stop Payment Orders and Postdating Orders* section.

### Substitute Checks, Indemnified Copies, Images and Image Replacement Copies

In some cases, we may be sent an indemnified copy of your original check, an image replacement document (IRD), a substitute check or an image of your check, instead of the original item. We may act upon presentation of an IRD, indemnified copy, substitute check, or image of your check and pay these items against your account, just as if the original item had been presented.

### Unpaid Items

If we decide not to pay a check or other item drawn on your account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep either the original, an image or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

## Substitute Checks and Your Rights

The following provisions help explain some of the rights a consumer has under a federal law commonly referred to as Check 21. Check 21 was enacted to increase the efficiency of the U.S. check clearing system. The clearing system relies heavily on the physical transport of checks between banks. Check 21 allows banks to create substitute checks and present them to other banks instead of the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks.

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the telephone number listed on your account statement, or write to us at:

Bank of America  
Attn: Research and Adjustments  
P. O. Box 31590  
Tampa, FL 33631-3590

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: your account number, the check number, the name of the person to whom you wrote the check, the amount of the check and the date of the check.

# Notices, Statements and Other Communications

## General Terms for Notices, Statements and Other Communications

Please review promptly all notices, statements and other communications we send you. In this section “communications” means all notices, statements and other communications we send you.

We may provide communications in English. Many communications will be notices of change affecting your rights and obligations. If you have questions about any of them or difficulty reading English, please call us at the number for customer service on your statement.

We may:

- address communications to one account owner;
- provide communications in English, even though we may have given you account opening documents and disclosures in a language other than English;
- destroy communications that are sent to you and returned to us as being undeliverable, along with any accompanying checks and other items;
- authorize the Post Office or an agent to destroy communications, along with accompanying checks and other items, that the Post Office informs us are undeliverable; and
- stop sending communications to you until a new address is provided to us if one or more communications that we mail to you are returned to us as being undeliverable.

We are not responsible for communications, or for any checks or other accompanying items, lost while not in our possession.

If we receive communications that we sent you at a banking center, they are deemed to have been delivered to you at the time that they are available to you at the banking center.

**Electronic delivery of communications** We recommend that you use our Online Banking service and receive your communications electronically. When you use electronic or paperless delivery, we deliver communications to you by placing them in Online Banking. You can find your account statements, notices, and other eligible documents in Online Banking within the statements and documents area of your account details page. Communications currently available for electronic delivery are listed in the statements and documents area of Online Banking.

## Notices

When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement.

If a notice of a change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements we previously sent you were returned to us as being undeliverable, you understand that the notices are available to you through our banking centers. You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

A notice sent to any one owner is deemed notice to all account owners and is effective for all account owners.

## Statements

We provide you with a single statement when there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You may generally obtain an additional copy of your statement for a fee.

We recommend that you use our Online Banking service and receive your statements electronically.

If your statement is received at one of our offices, we may mail it to you or destroy it, along with any accompanying checks and other items.

**For checking, money market savings and business savings accounts,** we provide you with a monthly statement. Statement cycles generally vary from 28 to 33 days and may end on different days during the month. A statement cycle can be shorter than monthly. As examples, a statement cycle may only be a few days in length for the first statement cycle after an account is opened or when a statement date is changed to link accounts for combined statements. If you want to know the date your statement cycle ends, call us at the number for customer service on your statement.

**For Regular Savings accounts,** we provide you with a quarterly statement. If you have an electronic fund transfer (such as a direct deposit or an ATM withdrawal) to or from your account during any month, we provide a statement for that month.

**For analyzed business checking accounts,** you can elect to receive an additional monthly account analysis statement. This statement includes balance and float information, quantity of

services used during the period, fees and charges for these services and the earnings allowance, if any.

For **IRAs**, we provide you with a quarterly statement.

**Combined Statements** With combined statement service we provide a single statement that reports activity for all accounts linked for this service, instead of separate statements for each linked account.

Accounts with at least one common owner may be linked and reported on a combined statement, either automatically or at your request. When accounts are reported on a combined statement, you understand and agree that each owner and each signer of any linked account can review information about all linked accounts. As an example: If you own a checking account jointly with others and you link your individual savings account to this checking account for combined statement service, then each of the other owners and signers of the joint checking account can review information about both the checking account and your individual savings account. You should not link accounts for combined statement service that you do not want others to see.

You must generally request combined statement service and tell us what accounts you want us to link and report on a combined statement. In some cases, however, we may automatically send you a combined statement. As an example: we may automatically link accounts that have the same owners and provide a combined statement for those accounts.

We may restrict what accounts can be linked for a combined statement. Please note that combining accounts on a single statement does not mean they are also linked for pricing. To determine which accounts can be linked, or to link accounts, for combined statements or for combined balances (pricing), please call us.

## Check Image, Safekeeping and Enclosure Services

For most accounts, we offer the following options regarding your canceled checks.

**Check Image Service** We provide with your statement an image of the front of each of your canceled checks that we post to your account during the statement cycle. We print images of your checks up to 10 images on a page. We do not return your canceled checks. In some states and for some business accounts we provide an image of the front and back of your canceled checks. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

We store copies of your canceled checks (usually on microfilm or as a digital image) and then destroy the checks. Copies of checks are generally available for seven years from the date

the checks are paid. See *Check Copies* in *Other Terms and Services*.

**Check Safekeeping Service** We report on your statement information about canceled checks (check number, amount and date posted) that posted to your account during the statement cycle. You do not receive your canceled checks with your account statement. When you use this service, checks are deemed to be made available to you at the same time your statement is made available.

If your statements are returned to us, you automatically receive check safekeeping service. If you usually receive your checks with your statement but we are unable to return them because of circumstances beyond our reasonable control, we may convert your account to check safekeeping service.

We store copies of your canceled checks (usually on microfilm or digital image) and destroy the checks. Copies of the checks are generally available for seven years from the date the checks are paid. See *Check Copies* in *Other Terms and Services*.

If you use our check safekeeping service, we cannot provide a copy of a check that posted to your account, and you lose money as a result, we may cover the loss up to the amount of the check. However, we are not liable to you for consequential loss or damage of any kind.

**Check Enclosure Service** *This service is no longer available for most accounts.* We return with your statement canceled checks that we received and posted to your account during the statement cycle. We may also provide you with images of your canceled checks.

We may not return some of your canceled checks. For example, if a check that you write is converted into an image or electronic debit during the check collection process, your check is not sent to us and, as a result, we cannot return the check to you. In some cases, we may receive a substitute check (also called an image replacement document) instead of your check. We do not return substitute checks with your statement.

## Your Address and Change of Address

We may send notices, statements and other communications regarding your account to you at the electronic or street address we have in our records for your account.

You agree to notify us if you change your address. If the United States Post Office or one of its agents tells us that your address has changed:

- we may change your address on our records to the address specified by the Post Office; and
- we may send notices, statements and other communications regarding your account to that new address.



# Actions You Can Take to Help Protect Your Account

Your role is extremely important in helping to prevent the wrongful use of your account. Please consider the measures below to help you protect your account.

**Stay Informed** We offer several services you can use to help you keep track of your account on a daily basis. You can use our Online Banking service to review your accounts and Online Alerts to receive notice of account balances and activity. Please see the information about these services in *How to Get Started*.

**Be Cautious about Giving Out Your Personal information** We will not send you e-mails requesting personal information. If you receive an e-mail that seems to come from us and requests personal information, do not answer it. Instead, please contact us immediately at the number on your statement.

**Be Cautious about Accepting Checks, Money Orders and Cashier’s Checks, especially from Strangers** You should be cautious about accepting checks, money orders and cashier’s checks (especially, foreign checks) from strangers. Sometimes they are fraudulent or counterfeit. We cannot verify that a check, money order or cashier’s check that purports to be issued by another company or financial institution is authentic, or has any value at all, when you give it to us and ask us to cash or deposit it.

We ordinarily make funds from a check you deposit (or we cash for you) available to you sooner than we are able to collect the check or determine whether the check is any good. If the check is returned to us unpaid for any reason, you are still responsible for the check. We charge your account for, and you will have to repay us, the full amount of the returned check. A check may be returned because it “bounces” or because the check is fraudulent, counterfeit or invalid for some other reason.

One way to help protect yourself is to take the check to the bank, company (such as Western Union) or service (such as the U.S. Postal Service) that issued it and redeem the check for cash. For more information on how to avoid being a victim of fraud, visit bankofamerica.com, or consult trusted organizations such as your local Better Business Bureau or the Federal Citizen Information Center. The following website is also a good resource - www.fakechecks.org.

**Review Statements and Report Suspected Problems Immediately** You must promptly review the notices, statements and other communications, along with any accompanying checks and other items, we send you. You must also report

problems or unauthorized transactions to us immediately, by calling the number for customer service on your statement. See *Reporting Problems*.

**Identity Theft** Identity theft occurs when someone uses your personal information without your permission to take over your existing account or to open new accounts in your name. Identity theft often begins with the loss or theft of a wallet or purse. Criminals can also obtain your personal information by stealing records from your trash or sending fraudulent e-mails to you requesting your information.

You should destroy or shred account statements, checks, deposit slips and other documents with your personal information before you throw them away.

**Other Actions You Can Take**

Here are some other actions you can take to help control your risk. This is by no means a complete list of preventive measures. You may want to take other or additional actions.

- Do not share your passwords, user numbers or Personal Identification Number (PIN) for Online Banking or your ATM or debit card.
- Call us if your new check order or debit card does not arrive within 14 business days.
- Be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.
- Do not give anyone a pre-signed blank check. Do not give anyone permission to sign your name on a check.
- Do not preprint your driver’s license or Social Security Number on your checks.
- Write checks in a dark colored permanent ink and fill in all lines. Make sure the written and numeric amounts match, are readable and begin on the far left of the line so additional numbers or words cannot be added.
- Write and sign your checks clearly, because illegible checks are easier to forge.
- Use tamper resistant checks. If you do not order checks through us, ask your check vendor about tamper resistant checks.
- Store blank checks, deposit slips and statements in a safe place and audit your check stock frequently. When discarding, destroy them by shredding or other means

- so they cannot be copied or used. Call us immediately if any of these items are lost, stolen or missing.
- Use the same precautions that apply to your checks to your endorsement and signature stamps.
- Do not leave outgoing mail in an unlocked collection box or in your residence mailbox. Deposit outgoing mail in a locked Postal Service mail deposit box.
- Keep accurate records of your transactions and reconcile your statements as soon as they are made available to you. Pick up your mail everyday. When reviewing your statements, watch for:
  - Checks cashed out of sequence or made payable to cash
  - Use of a check number from a previously cleared item
  - Balance discrepancies or unexpected fluctuations
- Reconcile your account yourself. If you have authorized someone else to transact on your account and you do not reconcile your account yourself, someone other than an authorized signer should reconcile your accounts.
- Business customers should assign to different individuals responsibilities for: opening mail, reconciling bank statements, endorsing incoming checks, making deposits, reconciling accounts payable checks with vendor invoices, reconciling incoming checks against outstanding receivables and issuing checks.

## Reporting Problems

If you find that your records and ours disagree, if you suspect any problem or unauthorized transaction on your account or you do not receive a statement when expected, call us immediately at the number for customer service on your statement. If you fail to notify us in a timely manner, your rights may be limited.

This section does not apply to electronic fund transfers that are subject to Regulation E. If we have a specific agreement with you for a service or this Agreement has specific provisions for a service (such as the *Funds Transfer Services* section), these provisions supplement the specific agreement and provisions to the extent they are not inconsistent.

**Your Responsibility**

You must exercise reasonable control over your statements, checks, deposit slips, endorsement and signature stamps, debit and ATM cards, Personal Identification Numbers and other access devices. It is your responsibility to keep them safe and

secure and to promptly discover and report if any of them are missing in time to prevent misuse. You assume full responsibility for monitoring and reviewing the activity of your account, the work of your employees, agents and accountants, and any use they make of your account.

We may deny a claim for losses due to forged, altered or unauthorized transactions, items or signatures if you do not guard against improper access to your checks, statements, deposit slips, endorsement and signature stamps, and account information. We may also deny your claim if you do not monitor your account and report problems as provided in this section. Please review this *Reporting Problems* section carefully.

In some states we offer certain fraud prevention and detection products and services to business customers. If we have offered you one or more of these services, and you decline to use them or fail to implement them, or you fail to follow the procedures necessary for proper use of these products or services, or you fail to follow other precautions reasonable for your particular circumstances, you are precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

**What Are Problems and Unauthorized Transactions**

Problems and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. This is not a complete list.

**Reviewing Your Account Statements**

Your review of your statements, checks and other items is one of the best ways to help prevent the wrongful use of your account. You agree:

- to review your statements, checks and other items and reconcile them as soon as they are made available to you;
- that our statements provide sufficient information to determine the identification and authenticity of any transaction including without limit, whether any are forged, altered or unauthorized if the statement includes the item number, amount and the date the item posted to your account;
- to report any problems or unauthorized transactions as soon as possible; and

- that 60 days after we send a statement and any accompanying items (or otherwise make them available) is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. There are exceptions to this 60-day period. For forged, unauthorized or missing endorsements, you must notify us within the period specified by the state law applicable to your account. For substitute checks, you must notify us within 40 days to qualify for an expedited recredit. See section titled *Substitute Checks and Your Rights*.

**We Are Not Liable If You Fail To Report Promptly**

Except as otherwise expressly provided elsewhere in this agreement, if you fail to notify us in writing of suspected problems or unauthorized transactions within 60 days after we make your statement or items available to you, you agree that:

- you may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and
- you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account.

Except as otherwise expressly provided elsewhere in this agreement, we are not liable to you for subsequent unauthorized transactions on your account by the same person if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction.

**Written Confirmation and Other Assistance**

If you report to us that an unauthorized transaction has occurred on your account, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and provide such other information and proof as we may reasonably request.

If you assert a claim regarding a problem, you must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person responsible. You must file reports and complaints with appropriate law enforcement authorities.

If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the defect in the statement or item, unauthorized transaction or other problem and your agreement that we can charge the full amount to your account.

**Our Investigation and Maximum Liability**

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care.

We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys’ fees incurred by you.

**Business Insurance**

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

**Opening a New Account**

If you or we suspect that your account is or may be compromised, we may recommend that you close your account and open a new account. If there are any unauthorized transactions on your account, we recommend that you close your account and open a new one. If we recommend that you close your account and you do not do so, we are not liable to you for subsequent losses or damages on the account due to unauthorized transactions. When you open a new account, you are responsible for notifying any third parties that need to know your new account number.

**Foreign Items and Foreign Currency**

**What is a Foreign Item**

A foreign item is a check or other item in any currency (including United States dollars) that is drawn on a bank or branch of a bank located outside of the United States. A foreign currency is any currency other than United States dollars. Some foreign items are payable in United States dollars. Some are payable in a foreign currency.

**Be Cautious About Accepting Foreign Items**

You should be cautious about accepting foreign items because foreign items are not subject to United States laws or regulations. A foreign item may be returned unpaid much later (sometimes many months later) than checks or other items that are drawn on banks located in the United States. If a foreign item is returned to us unpaid or there is some other problem with the foreign item, you are responsible for the item and you may incur a loss.

**Currency Exchange Rates**

We may receive transactions related to your account or relationship with us for which we determine that it is appropriate to convert the transaction from a foreign currency to United States dollars or from United States dollars to a foreign currency. As an example, we receive a wire denominated in a foreign currency for credit to your account. When we decide to convert a transaction, we may determine in our discretion the currency exchange rate and then assign that currency exchange rate to your transaction without notice to you. You agree to this procedure and accept our determination of the currency exchange rate.

We may consider many factors in setting our currency exchange rates. Some of these factors are exchange rates set by others, our desired rates of return, market risk and credit risk. We are not liable to you if our currency exchange rates are different from rates: offered or reported by third parties; offered by us at a different time, at a different location or for a different transaction amount; or which involve different payment media (such as bank-notes, checks and wire transfers). You acknowledge that:

- our currency exchange rates for retail and commercial transactions, and for transactions effected after our regular business hours or on weekends, are different (and usually less favorable to you) from the exchange rates for large inter-bank transactions effected during a business day (the rates reported in *The Wall Street*

*Journal* or elsewhere are usually for large inter-bank transactions); ;

- currency exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates; and
- currency exchange rates can be highly volatile and may change frequently during a day.

You assume all risks relating to or arising from fluctuations in the exchange rates between currencies.

**Wires Sent to a Foreign Currency Account**

When you send a wire denominated in United States dollars to an account denominated in a foreign currency, an intermediary bank or the receiving bank may convert your wire into the applicable foreign currency and we may receive compensation in connection with any such conversion. When this occurs, the intermediary bank or the receiving bank determines in their discretion the currency exchange rate. We are not responsible for the exchange rate set by an intermediary bank or the receiving bank.

**You May Not Write Foreign Currency Checks**

You may not write checks or give other withdrawal orders on your account, which order payment in a foreign currency. If we receive such a check or order, we may refuse to accept or process it without any liability to you.

**Processing and Collecting Foreign Items**

We may refuse to accept a foreign item for deposit or collection. If we accept a foreign item for deposit or collection, you assume all the risks relating to or arising from: the collection process, a late return and changes in currency exchange rates.

If we accept a foreign item for deposit or collection, we may decide not to credit the value of the foreign item to your account until we receive the proceeds in cleared funds from the paying bank. However, if we do credit your account, the credit is provisional and we may reverse the credit at any time.

If we accept an item for deposit which we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have for your account statement. You may ask us to send the item for collection.

When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. As examples, we are not liable for a default by any bank or agent involved in the collection

process or for the loss of the foreign item in transit. We may send the foreign item through a correspondent bank or directly to the paying bank. We may deduct our fees and the fees and charges assessed by the paying bank and any agents involved in the collection process from any amount collected or from your account.

If you request, we will try to determine the status of a collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we may charge your account for the foreign item and mail the foreign item to you at the address we have for your account statement. Even though the item is returned unpaid, we may charge you for our collection fees and for fees and charges assessed by the paying bank and any agents involved in the collection process.

When we credit your account for a foreign item, we use our applicable currency exchange rate on the day we credit the item to determine the amount of the credit. When we reverse a credit for a foreign item, we use our applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

## Other Terms and Services

### Account Changes

You must notify us of any change to your name or address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify us and hold us harmless for doing so.

You agree to notify us in writing of any change in ownership or authorized signers of your account or if an owner or authorized signer on the account dies or is adjudicated incompetent.

If there is more than one owner and/or authorized signer on the account, any one account holder or authorized signer may request the account be closed without consent of any other account holder or authorized signer. Further, any one account holder may request, and we may, at our option, permit removal of any account holder or authorized signer without consent of any other account holder or authorized signer on the account.

You acknowledge that we may, but need not, require a new signature card to be completed before any change in ownership or authorized signers becomes effective and each time you open a new account, we may require a Taxpayer Identification Number certification(s). You also acknowledge that we may require you to close your account in the event of any change in ownership or change in the authorized signers.

After we receive notice of a change and all documents we require regarding the change, we may take a reasonable period of time to act on and implement the change to your account.

### Automatic Transfer Service

You may have funds transferred automatically from most Bank of America checking or savings accounts to another Bank of America checking or savings account or to pay a Bank of America loan or credit card account or safe deposit rental fee.

Federal regulation and this Agreement place limits on the number of automated transfers you may make from savings accounts each month. Please see *“Limits on Withdrawals and Transfers from Savings Accounts”*. Certain other restrictions apply.

You must schedule transfers to pay a Bank of America loan for the due date each month. In most other cases, you may schedule transfers periodically on the dates and for the amounts that you specify. Transfers can only be made on a business day. If a scheduled transfer date falls on a weekend or bank holiday, we may make the transfer on the next business day. If we are unable to complete a transfer because you do not have enough available funds in your account, we may cancel this service.

### Check and Deposit Slip Forms

We offer checks, withdrawal forms and deposit slips in a number of styles and at various prices. We recommend that you use checks and other forms that we provide.

You are responsible for verifying the accuracy of all information on your checks and other forms, whether obtained through others or us. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the forms. We are not liable for any claims, costs, losses or damages you may incur when you use checks or other forms not obtained through us.

We may refuse to accept checks or other forms that you create or someone else provides that do not meet our then current specifications, even if they met our specifications at the time they were initially drawn. You may obtain a copy of our printing specifications by calling the telephone number on your statement or asking your account representative. These specifications include the magnetically encoded numbers, the size of the check and the weight, color and type of paper. If you create or obtain checks or other forms from someone else and our automated check processing systems are unable to read or process them, we may refuse to accept them and we may charge you a fee for each check or other item that we are unable to read or process through our automated systems.

### Check Copies

We generally keep a copy of each check we post to your account for seven years from the date the check posts to your account. We have no obligation to retain the original check. We typically keep the copies on microfilm or as a digital image. If a copy is unavailable or of poor quality, we are not liable to you for any claim, cost, loss or damage of any kind. After seven years, we may destroy the copies.

**Requesting Copies** You may request a copy of a canceled check by calling us at the number for customer service on your statement. To produce a copy, we need the account number, check number, exact amount of the check, and date the check was paid. This information is on your statement. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. A fee may apply to each check copy. Please see the *Schedule of Fees* for your account.

If a check that you wrote was converted to an electronic debit, then the check was not sent to us for processing so we do not have a copy. We list these electronic debits on your account statement.

### Compliance

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Please note that your agreement to comply with applicable laws and regulations includes United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

### Conflicting Demands and Disputes

We are not required to make payment from an account to a signer, a payee, a beneficiary of a trust account or Payable on Death (POD) account, or to any other person claiming an interest in any funds in the account:

- if we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute between the signers, beneficiaries, payees, or other persons concerning their rights to the account proceeds or
- if we are otherwise uncertain as to who is entitled to the account funds.

We may notify all signers, beneficiaries, payees, and other persons claiming an interest in the account of the dispute or uncertainty without liability to you.

We also may, at our option and without liability to you, take one or more of these actions:

- continue to rely on current signature cards and other account documents;
- honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim;
- freeze all or part of the funds until the dispute is resolved to our satisfaction;



- close the account and distribute the account balance, subject to any bank claims, to each claimant payable jointly, or payable individually in equal shares to each claimant;
- pay the funds into an appropriate court for resolution; or
- refuse to disburse any funds in the account to any person until such time as: all persons claiming an interest in the account consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing.

You are liable for all expenses and fees we incur, including attorneys’ fees, and we may charge them to your account.

**Converting an Account**

We may convert your account to another type of account, revoke privileges or close your account:

- if you make frequent transactions on a savings account;
- if your account frequently has debits against uncollected funds;
- if your account has excessive deposit activity;
- if you use a personal account for business purposes; or
- when we consider it appropriate or necessary to do so.

If we discontinue your type of account, we may convert your account to another type of account. We may also convert your account to another type of account based on our evaluation how you use the account. If we convert your account, we will send you information about your new account.

**Cutoff Time for Receipt of Orders**

Our cutoff time for receipt at a banking center of an order relating to your account is 10:00 a.m. local time or, if later, one hour after the banking center opens each business day. Orders include a stop payment order or postdating order, restraining order, writ of attachment or execution, levy, garnishment and any similar order.

The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

For example, if you give us a stop payment order after our cut-off time and the item you want to stop was previously presented for payment or otherwise before we have the opportunity to act on your order, your order comes too late to stop payment on the item. Or, if we receive a levy before the cutoff time and you do not have enough funds in your account to cover both the levy and all items presented against your account the previous business day, we may return one or more items and apply the funds to the levy.

**Death or Incompetence**

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all owners, signers or other persons are alive and competent and we will not be liable for any actions or inactions taken on that basis.

If you give us instructions regarding your account, and you or another owner of the account subsequently dies or is declared incompetent, we may act on the instructions unless we receive written notice of death or incompetency prior to honoring such instructions.

When we receive a notice that an owner has died or been declared incompetent, we may place a hold on your account and refuse to accept deposits or permit withdrawals. We may hold any funds in your account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to the deceased owner is credited to the account after the date the deceased owner died, we may debit the account for the deposit and return it to the payer.

We may accept and comply with court orders, and take direction from court appointed personal representatives, guardians, or conservators from states other than where your account was opened or where the account, property or records are held. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

**Facsimile Signature**

A facsimile signature can be a convenient method for signing or endorsing documents and other items. If you use a facsimile signature, you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. We will not be liable to you if use of the facsimile device (or similar device utilized to affix your signature) was unauthorized. You are responsible even if the

size, or color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including attorneys’ fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe you authorized.

**Deposit Insurance – Bank Assessment for Business Accounts**

For some business accounts, we may charge you an assessment related to deposit insurance, based in part on the assessment rate the FDIC charges us. The assessment may include deposit insurance charges, Financing Corporation (FICO) assessments and other fees, charges and assessments provided by law. The assessment rate is variable. We may change it in our discretion at any time without notice. The amount of the assessment will appear on your statement.

**Fingerprint**

If a person to whom you gave your check asks us to cash the check, we may require them to place their fingerprint on the check. If they refuse to provide their fingerprint, we may refuse to cash the check. We have no liability to you for refusing to cash the check.

**“Freezing” Your Account**

If we decide to close your account, we may freeze it. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we freeze your account without being liable to you.

If at any time we believe that your account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the account if we believe that such notice could result in a security risk to us or to the owner of the funds in the account.

**Indemnification and Limitation of Liability**

You agree to reimburse us for all claims, costs, losses and damages (including fees paid for collection) we may incur with respect to overdrafts or returned deposits in connection with your account.

We are not liable to you for errors that do not result in a financial loss to you. We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur fees, expenses or damages.

We are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include: a natural disaster; emergency conditions, such as fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

Except as limited by applicable law, we are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

Our liability for a claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited.

You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care.

Any loss recovery you obtain from third parties on a particular claim will reduce the amount of any obligations we may have to you on that claim and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss and to provide us information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the loss. If we reimburse you for a loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement.

**Legal Process – Subpoena and Levy**

“Legal process” includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order.

We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means; or served at locations other than the location where the account, property or records are held. You direct us not to contest the legal process. We may, but are not required to, send a notice to you of the legal process. We do not send a notice if we believe the law prohibits us from doing so.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. We do not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you return checks and other items unpaid and refuse to permit withdrawals from your account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

We may charge your account a fee for each legal process. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any legal process related to your account, such as expenses for research and copying of documents. The fees and expenses may include attorneys’ fees. We may deduct these fees and expenses from any of your accounts without prior notice to you.

If the legal process directs us to release information about one or more, but not all, accounts that are reported on a combined statement, we may release the entire combined statement, even though other accounts reported on the combined statement are not covered by the legal process. If the legal process requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal process.

We may produce documents held at, or provide access to property that is located in, any of our facilities or any facility operated by third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with legal process as provided in this section or by law.

**Multiple Signatures Not Required**

We may act on the oral or written instructions of any one signer on the account. Each signer may make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. We may require written authorization for some actions.

We do not assume a duty to enforce multiple signature requirements that you may agree upon among yourselves. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures and is not binding on us.

We may disregard any instructions to permit withdrawals only upon more than one signature with respect to checks, electronic fund transfers or other debit/withdrawal requests. We may pay out funds from your account if the check, item, or other withdrawal or transfer instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

**Notice of Withdrawal**

Federal regulations require us to retain the right to require all savings and all NOW account depositors to give seven days’ written notice before making a withdrawal. It is unlikely, however, that we would require this notice.

**Powers of Attorney/Appointment and Payment to Agents**

You may decide to appoint someone to act for you as your agent or attorney-in-fact (“agent”) under a power of attorney. Please note that the form must be satisfactory to us in our discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

For our customers’ convenience we have a banking power of attorney form, which is available at many of our banking centers. If your state has a statutory form power of attorney, we also generally accept that form. We may, however, accept any form that we believe was executed by you and act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your account to your agent or upon the order of your agent. When we accept a power, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of

revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require a separate form for each agent and for each account for which you want to grant power of attorney. We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirm in an affidavit that the power has not been revoked or terminated or that you register the power with the appropriate recording authorities. We may restrict the types or sizes of transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent’s powers continue in spite of your incapacity.

**Records**

We may in our discretion retain records in any form including, without limit, paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

**Right of Setoff**

We may take or setoff funds in any or all of your accounts with us and with our affiliates for direct, indirect and acquired obligations that you owe us, regardless of the source of funds in an account. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations or where otherwise prohibited by law. Your accounts include both accounts you own individually and accounts you own jointly with others. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your account for obligations you owe us.

If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us and with our affiliates to obligations you owe us.

If you are a sole proprietor, we may charge any of your personal or business accounts. We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. We may use

funds held in your individual accounts to repay your obligations to us, whether owed by you individually or jointly with another, including: obligations owed by you arising out of another joint account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds.

If we take or setoff funds from a time deposit account, we may charge an early withdrawal penalty on the funds withdrawn.

We may take or setoff funds from your account before we pay checks or other items drawn on the account. We are not liable to you for dishonoring items where our action results in insufficient funds in your account to pay your checks and other items.

Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay overdrafts, fees and other obligations you owe us.

This section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect and acquired obligations you owe us.

**Sample of Your Signature**

To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears.

If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

**Stop Payment Orders and Postdating Orders**

**Stop Payment Orders** If we have not already paid a check or other item drawn on your account, then at your request and risk we may accept a stop payment order on it. You may not stop payment on a check if you use as identification for the check your Bank of America ATM card or debit card. You may not stop payment on a point of sale transaction or an ATM withdrawal or transfer.

**Postdating Orders** If you write and postdate a check (that is — you put a future date on the check), you may ask us not to pay the check before its date by giving us a stop payment order. Otherwise, we may pay it and charge it to your account even if it is presented for payment before its date.

If we receive a postdated check that is subject to a stop payment order, we may return the check with the designation “payment stopped” or “refer to maker.”

**Placing Stop Payment Orders** We may accept a written or oral stop payment order from any person who has a right to withdraw funds from the account. We may require you to complete a form authorizing the order. You must give us sufficient notice so that we have a reasonable opportunity both to verify that the item is unpaid and to act on your request. We may charge you a fee for each stop payment order and each renewal of the order.

We use a computer system to identify items. Therefore, to place a stop payment order, we need the account number, the item number and the exact amount of the item — in dollars and cents. If you give us the wrong amount (even one penny off) or the wrong item number, we may pay the item. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the required information to identify an item.

In some cases, we may pay an item even if an order is in effect. For example, if one of our banking centers, without notice of your request, pays a check that you have asked us to stop, we may still pay the check.

A stop payment order generally expires after six months. However, we may, in our sole discretion, elect to honor a stop payment order for a longer period of time without notice to you. If you want the order to continue after six months, you must ask us to renew the order. Each request for a renewal is treated as a new order. If you want the order to expire in less than six months, you must cancel the order on or after the date you want it to expire. We may accept a written or oral instruction to cancel the order. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We cancel the order automatically when the account on which the item is drawn is closed.

If the item is presented to us for payment after the order expires, we may pay the item.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss

suffered, up to the amount of the item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

**Additional Information about Automated Clearing House (ACH) Stop Payment Orders** If we have not already paid an ACH debit from your account, then at your request and risk we may accept a stop payment order on it. The stop payment order takes effect within three business days. If you give us oral instructions, we may require you to confirm them in writing. If you do not, we may remove the stop payment after 14 days. For recurring ACH debits on personal accounts, we keep an order you place on a recurring ACH debit in effect indefinitely.

To place a stop payment order on an ACH debit, we may require you to provide your name and telephone number, the type of account (checking or savings), the company name and company identification number used by the sender of the ACH debit, and the other information listed above under *Placing Stop Payment Orders*. You can obtain the company name and company identification number used by your sender from your statement by looking at a prior ACH debit from this sender that posted to your account.

If you do not know the amount of the ACH debit, we may still be able to place the stop payment order based on the company name and company identification number of the sender, but this may stop all ACH items from this sender. If you give us the wrong company identification number or if the sender changes the company identification number, we may pay the item.

You are responsible for notifying the sender of the ACH debit that you have revoked your previous authorization for ACH debits.

For more information on stopping a preauthorized payment on a personal account, see *Preauthorized Payments* in the section titled *Electronic Banking Services*.

**Subaccounts**

For regulatory accounting purposes, we may classify checking accounts as two subaccounts: a checking subaccount and a savings subaccount. For interest bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both subaccounts. For non-interest bearing checking accounts, we do not pay interest on either subaccount. We may transfer funds between these subaccounts. We record the subaccounts and any transfers between them on our internal accounting records only. Otherwise, the subaccounts are subject to the same terms as the checking and savings accounts described in this Agreement.

**Unclaimed Property – Accounts Presumed Abandoned or Inactive**

State and federal law and our policy govern when accounts are considered abandoned. The applicable state law is generally the state listed in the address for your account statement.

Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state’s unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. You usually need to perform the activity. Therefore, bank charges and interest payments, and automatic deposits and withdrawals, are usually not considered activity.

We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. We may not send this notice if mail we previously sent to this address was returned. Unless prohibited by the applicable state law, we may charge to the account our costs and expenses of any notice, advertisement, payment and delivery of the account to the applicable state agency.

After we turn the funds over to the state, we have no further liability to you for the funds and you must apply to the appropriate state agency to reclaim your funds.

If we consider your account inactive, then (unless prohibited by federal law or the law of the state where we maintain your account) we may:

- charge dormant account fees on the account in addition to regular monthly maintenance and other fees,
- stop sending statements,
- if the account received interest, stop paying interest on the account; and
- refuse to pay items drawn on or payable out of the account.

If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

**Verification of Transactions and Right to Reverse Transactions**

All transactions, including those for which we provide a receipt, are subject to subsequent verification and correction within our discretion. We do not verify a deposit at the teller window so the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse

or otherwise adjust any transaction (both credit and debit) that we believe we erroneously made to your account at any time without prior notice to you.

**Waiver, Severability, and Change of Law by Agreement**

**Waiver** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions regardless of how similar they may be.

**Severability** A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**Change of Law by Agreement** If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.



# Electronic Banking Services

We offer a variety of electronic banking services for use with your deposit accounts. We describe some in this section and also provide certain disclosures that apply to use of an electronic banking service with personal deposit accounts. We provide separate agreements to you that govern the terms of some services, including separate agreements for ATM and debit cards and Online and Mobile Banking services. Please review the following provisions and the separate agreement for the service.

## Types of Electronic Banking Services

### ATM and Debit Cards

We may issue you an ATM or debit card (either is called a “card”) and a personal identification number (PIN) when you open your account. The terms that govern this service are in a separate agreement that you receive with your card. Please review that agreement carefully. The following information is a summary of how you can use your card. Some of these uses may not be available with every card or at every ATM or other terminal.

**At ATMs** You can use your card with linked accounts at participating ATMs to withdraw cash, transfer funds, and find out balances. At most ATMs that are prominently branded with the Bank of America name and logo, you can also use your card and PIN with linked accounts to make deposits, make payments to qualifying Bank of America credit cards and loans, and obtain a copy of recent account activity.

**At participating merchants** You can use your card with linked accounts at participating merchants to purchase goods and services. Some merchants may also permit you to withdraw cash from your checking account while making a purchase.

**At participating financial institutions** You can use your card with linked accounts at participating financial institutions to obtain a cash withdrawal from a teller.

There are daily dollar limits for withdrawals and purchases. We provide your card limits to you as part of the separate agreement for card services. We may occasionally decide not to issue a card or code to a customer. We may suspend or terminate a card or code at any time without cause or notice.

**Payments, Credits, and Transfers** You can send or receive electronic transfers from or to your accounts. We may do this by ACH (as a member of a national or local automated clearing-house association) or other similar networks. Electronic transfers may take various forms, such as:

- Automatic electronic deposits to your account, such as payroll or benefits payments;
- Automatic one-time or repeating charges to your account for bill payments, sent by a merchant or other payee with your authorization. The merchant or payee may ask you for bank number and account information from your check or a canceled check to create these orders; and
- A “check conversion” transfer, where a merchant or other payee uses a check that you have written to create an electronic transfer from your account. The merchant may either keep the check you wrote or return it to you.

**Online and Mobile Banking** Online and Mobile Banking services are governed by a separate agreement. You receive the agreement for the service at the time you enroll. You can use these services with linked accounts to view your account information, make deposits, transfer funds between your accounts and to the accounts of others, pay qualifying loans or credit cards, and make payments from your account to third parties. You can enroll for these services on our website [www.bankofamerica.com](http://www.bankofamerica.com).

**Telephone Banking** You may use our automated customer service system with an Access ID or speak to a telephone banker to get your account information, transfer funds between your accounts with us, and pay qualifying loans or credit cards.

### Access ID

An Access ID is a numeric code which, when used with a separate PIN number or passcode (plus, in some circumstances, another piece of identifying information called a “verbal verification code”), enables consumer and small business customers to do the following through our automated telephone system or in person at a banking center:

- obtain information about deposit and credit accounts that are linked to the Access ID
- transfer funds and make payments between linked accounts, and
- obtain other services such as stop payments, check reorders, and copies of checks and statements

You may request an Access ID and related security codes by calling customer service or at any banking center. Please note that Access IDs may not be available to customers in all states. In some states, individual account numbers, combined with additional security codes, may be required to obtain account information and transact other business.

Two activity levels are available for most accounts linked to your Access ID:

- (1) Inquiry: Allows you to obtain account balances and transaction information.
- (2) Financial: Allows you to obtain account information, transfer funds among accounts linked to the Access ID, and obtain certain other banking services.

When you first choose your Access ID, and when you subsequently open any new accounts, we will link all your Bank of America accounts that are eligible, and assign the financial activity level to all accounts for which that activity level is available, unless you tell us otherwise. We may establish certain limits on the accounts that can be linked to your Access ID and that can have the financial activity level.

If you permit another person to use your Access ID or account number(s) and related code(s), you are responsible for all transactions conducted by that person (even if he or she exceeds your authorization), until you notify us that the person is no longer authorized so that we may block the codes and issue new ones.

You must review your periodic statements and promptly report to us any unauthorized funds transfers initiated through the use of your security codes or otherwise. You must also promptly notify us of any suspected loss or theft of your security codes. Failure to take these actions may affect the extent of your liability for any unauthorized transfers under federal banking regulations or other applicable laws.

**Small Business Access IDs** If you are a small business customer, to uniquely identify each person who initiates a request for banking services, you should establish a separate Access ID and related security codes for each person who you determine needs access to your accounts. Your authorization (whether express or implied) for any individual to establish an Access ID shall constitute your authorization for the bank to provide account information to such individual and (unless inquiry only access is selected) to transfer funds and conduct other banking transactions upon that person’s request. Such authorization supersedes any resolution, signature card or other document filed with the bank that purports to limit authority over any of your accounts, whether currently on file or submitted or modified in the future, unless the Access ID authorization is expressly modified or revoked.

### Electronic Banking Disclosures

**Personal deposit accounts** Our *Personal Schedule of Fees* describes our personal deposit accounts. The following provisions apply to electronic fund transfers to or from personal deposit accounts (sometimes referred to as “consumer deposit

accounts”) that are governed by Regulation E of the U.S. Federal Reserve Board. A personal deposit account is an account that is owned by a natural person and that is established primarily for personal, family, or household purposes.

**Business deposit accounts** Our *Business Schedule of Fees* describes our business deposit accounts. Business deposit accounts are accounts that are established primarily for business purposes. When you open one of our business deposit accounts, you represent and agree to that you are establishing it primarily for business purposes. The following provisions do not apply to business deposit accounts, although as a matter of practice we generally follow the error resolution procedures described below for business accounts. Please note that we are not required to follow these procedures for business accounts and that we may change our practice at any time without notice.

#### Consumer’s Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your card or your personal identification number (PIN) or other code has been lost or stolen. Also, tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission using information from your check. The best way to keep your possible losses down is to call us immediately.

Your losses could include all of the money in your account plus, if you have an overdraft protection plan linked to your account, any transfers from another account or any advances on a credit line.

If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone uses your card without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Note:** These liability rules are established by Regulation E. For personal deposit accounts, our liability policy regarding unauthorized debit card or ATM card transactions, and unauthorized Online Banking transactions may give you more protection, provided you report the transactions promptly. Please see the agreement you receive with your ATM or debit card and the Online Banking agreement.

You should never write your PIN on your card or carry the PIN with you. This reduces the possibility of someone using your card without your permission if it is lost or stolen.

If you give, or make reasonably available, your card, PIN or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection. For example, in Massachusetts, the two day and 60 day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

**Contact in Event of Unauthorized Transfer; and Lost or Stolen Card, PIN or Other Code**

If you believe your card, PIN or other code is lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number listed below.

*Telephone:* 1.800.432.1000

*You can also write to us at:* Bank of America, P. O. Box 53137, #7405, Phoenix, AZ 85072-3137

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

**Business Days** For purposes of these electronic banking disclosures, our business days are Monday through Friday. Weekends and bank holidays are not included.

**Documentation of Transfers**

*Receipts* You can usually get a receipt at the time you make any transfer to or from your account at an ATM or point of sale terminal. You may not get a receipt for small dollar transactions. Each transaction is subject to verification by us so the receipt is not final and our records will control if there is a conflict.

*Preauthorized Credits* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.432.1000 to find out whether or not the deposit has been made.

*Periodic Statements* We send you a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, we send you a statement at least quarterly unless we consider your account inactive.

**Preauthorized Payments**

*Right to Stop Payment and Procedure for Doing So* If you have told us in advance to make regular payments out of your account or you have authorized someone to debit your account through the ACH system, you can stop any of these payments.

Here's how: Call us at 1.800.432.1000 or write to us at Bank of America Customer Service, P. O. Box 25118, Tampa, FL 33622.

You must notify us in time for us to receive your request three 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 may charge you a fee for each stop payment order you give.

You must give us the identifying information we request. You must notify the payee that you have withdrawn your authorization for the repeating electronic payments. If you authorized someone to debit your account through the ACH system, see *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section for more information about ACH Stop Payment Orders.

*Notice of Varying Amounts* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

*Liability for Failure to Stop Payment* If you order us to stop a preauthorized payment three business days or more before the transfer is scheduled, and you have given us all of the information we requested, and we do not stop the payment, we will be liable for your losses or damages directly caused by our failure to stop the payment.

**Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If we consider your account to be inactive or dormant.
- If your card or code has been revoked due to inactivity or at our discretion.

There may be other exceptions stated in our agreement with you or permitted by law.

**Confidentiality - Account Information Disclosure** We will disclose information to third parties about your account or transfers you make as stated in the *Information about You and Your Account* section near the front of this Agreement.

**Fees**

*ATM Fees* When you use an ATM that is not prominently branded with the Bank of America name and logo, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We may also charge you fees.

*Other Fees* For other fees that apply to electronic banking services, please review the *Schedule of Fees* for your account and each agreement or disclosure that we provide to you for the specific electronic banking service, including the separate agreement for Online and Mobile Banking services and the separate agreement for ATM and debit cards.

**In Case of Errors or Questions about your Electronic Transfers**

Call or write us at the telephone number or address below, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt.

Call us at 1.800.432.1000 or write us at Bank of America, P. O. Box 53137, #7405, Phoenix, AZ 85072-3137.

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error or problem appeared. Please provide us with the following:

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days (instead of 45) to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Notice:** As part of the security system to help protect your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM. You consent to this.

*Additional Information for Massachusetts customers:* Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made. And the initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

# ATM Safety Tips and Safeguarding Your Account Information

The suggestions that follow offer some simple tips on exercising care when using an ATM and on protecting your card and PIN. We advise you to always use common sense and be aware of your surroundings before, during and after any ATM use.

## Be Aware of Your Surroundings at ATMs

- Look around when you walk up to the ATM or exit the ATM. If you notice anyone or anything suspicious or that you deem unsafe, such as the lighting around the ATM not working, use another ATM or return later.
- When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely. Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area when you are making your transaction. Authorized customers should have their own access.
- When you use a drive-up ATM, be sure your passenger windows are closed and your doors are locked.
- If you must use an ATM at night, consider taking someone with you.
- The activity around Bank of America ATMs may be monitored or recorded by surveillance cameras.
- Contact the police or a security officer if you see any suspicious activity at the ATM.

## Protect Your Privacy

- While at the ATM, enter your PIN discreetly, shield the keypad with your hand or body. After completing your transaction, be sure to put away your card, cash and transaction record before exiting the ATM area. Count the cash later in your locked car or home.
- Do not leave your transaction record at the ATM. Keep your transaction record in a safe place, so you can compare it to your statement.

## Request Emergency Assistance

- If you need emergency assistance, call 911 from the nearest telephone. If you have a complaint about the security of a Bank of America ATM, call our Corporate Security Department at 1.800.222.7511.
- Report all crimes immediately to law enforcement. If you think you're being followed from an ATM, go to a busy area and immediately contact the police.

## Protect Your Card and PIN

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, contact us immediately.
- Always protect your PIN. You should never give your PIN to anyone and you should never write your PIN anywhere, especially on your card. If you choose your own PIN, avoid using obvious numbers such as telephone numbers, addresses, or birth dates.
- Never give information about your card or PIN over the telephone. If someone is asking for this information, refuse and immediately contact us.
- Report a lost or stolen card immediately.

# Funds Transfer Services

The following provisions apply to funds transfers you send or receive through us, but do not apply to electronic fund transfers governed by Regulation E, Subpart A of the U.S. Federal Reserve Board. We provide separate agreements to you that govern the terms of some funds transfer services, including separate agreements for Online and Mobile Banking, telephone transfers, and funds transfers in the banking centers. If you have a specific agreement with us for these services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers as adopted by the state whose law applies to the account for which the funds transfer service is provided. In general: A funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the set of instructions given to us to transfer funds. The beneficiary is the person or business who receives the payment.

In addition, funds transfers sent outside of the United States that are initiated by consumers primarily for personal, family or household purposes are governed by federal law (Remittance Transfers) (see below). Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide rights with respect to Remittance Transfers that may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to Remittance Transfers, including disclosure, error resolution and cancellation rights, will be explained to you contemporaneously with each Remittance Transfer transaction you initiate, either orally or in writing.

In general, your and our rights and obligations under this Agreement are governed by and interpreted according to federal law and the law of the state where your account is located. However, Remittance Transfers shall be governed by federal law and, as applicable, the law of the State of New York. Funds transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems, including, without limitation, Fedwire or Clearing House Interbank Payments System (CHIPS). Accordingly, notwithstanding any choice of law that may be provided elsewhere in this agreement, such transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an “ACH”), and CHIPS. Funds transfers through Fedwire will be governed by, and subject to, Regulation J, Subpart B, and Uniform Commercial Code Article 4A incorporated by reference thereunder. Funds transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and by the laws of the State of New York, including Article 4-A of the New York Uniform Commercial Code, regardless of whether the payment message is part of a transfer that is a Remittance Transfer, except that in the case of an inconsistency between New York law and EFTA, EFTA shall govern.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. Other financial institutions involved in the funds transfer may also charge fees. For current fees, call us at the number for customer service on your statement or ask a banking center associate.

## Remittance Transfers

The Bank may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective as of the date set forth in the final rules implementing EFTA (defined below), federal law may provide certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by section 919 of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. section 1693o-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained herein, rights and obligations

that apply to Remittance Transfers are as set forth in EFTA and, as applicable, as set forth in New York law.

## Sending Funds Transfers

You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This *Sending Funds Transfers* section applies to wire transfers and transfers we make between Bank of America accounts. It does not apply to automated clearing house (ACH) system funds transfer services.

You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for those services.

**Cutoff Times for Payment Orders** We have cutoff times for processing payment orders. Cutoff times vary depending on the particular office of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next business day. We tell you our cutoff times upon request.

**Amending or Canceling Payment Orders** You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. But we are not liable to you if, for any reason, a payment order is not amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

**Inconsistency of Name or Number** The beneficiary’s bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary’s bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

**Sending Payment Orders** We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

**Notice of Rejection** We may reject payment orders. We notify you of any rejection orally, electronically or in writing. If we send written notices by mail, we do so by the end of the next business day.

We are not liable to you for the rejection or obligated to pay you interest for the period before you receive timely notice of rejection.

**Errors or Questions About Your Payment Orders** We notify you about certain funds transfers by listing them on your account statement. In some cases, we also may notify you electroni-



cally, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

**Calculations** Unless otherwise prohibited by law, if we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows. With an analyzed checking account, we credit the account to reflect the applicable value date or otherwise adjust the account under our account analysis procedure, to recalculate earnings credits for the period involved. With a non-analyzed, non-interest bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor. With a non-analyzed, interest bearing account, we use the rate applicable to the account. If we have a separate agreement with you specifying a different calculation method, we use that method instead.

Receiving Funds Transfers

We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system or through some other communications system. This includes wire transfers, ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between Bank of America accounts.

**ACH Provisional Payment Rule** Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your account statement.

**Notice of Funds Transfer** We notify you that we have received funds transfers by listing them on your account statement. We provide statements to you by mail or through Online Banking if you selected paperless delivery through Online Banking for your deposit account documents. If you use one of our information reporting services, you may receive notice through that service.

We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion, in which case we send the notice within two business days after we credit your account.

We are not obligated to pay you interest for the period before you receive notice.

If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the number for customer service on your statement.

**Posting Your Customers’ Payments** We credit to your account electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

ACH Debits and Credits

From time to time, originators that you authorize may send automated clearing house (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

You should be careful about giving someone your account number to help prevent unauthorized transactions on your account. You must notify us immediately of unauthorized activity.

For information about stopping payment of an ACH transaction, see *Stop Payment Orders and Postdating Orders* in the *Other Terms and Services* section.

Tax Information

In most instances we are required to report annually to you and to the Internal Revenue Service (IRS) interest payments that total \$10 or more during the year on your deposit account with us. We may also be required to report this information to the appropriate state revenue authority.

When you open an account, we are required to obtain — and each U.S. citizen or resident alien must give us — a certified U.S. Taxpayer Identification Number (TIN) and information regarding your backup withholding status. When you apply for an account, you certify that you have provided the correct TIN for the account holder and the correct backup withholding status.

For individual accounts, the TIN is your Social Security Number (SSN). For individual accounts with more than one owner, we report taxpayer information for the person listed first in our records. Resident aliens who do not qualify for Social Security should provide their Individual Taxpayer Identification Number (ITIN). For other accounts, the TIN is the owner’s Employer Identification Number (EIN). If you do not give us a certified name and TIN, if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions (including Canadian residents and interest income effectively connected with the conduct of a trade or business in the United States). As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity’s principal foreign office on the Form W-8 that you give to us. For accounts with multiple owners, all owners must certify their status as foreign persons.

You must renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. If you fail to renew your status by the last day of the fourth calendar year, your interest payments are subject to backup withholding. Some limited exemptions from this renewal process exist. If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

We comply with Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. federal tax law. We will withhold on certain payments when required by such law.

For more information or to determine how this information applies to you, consult your U.S. tax advisor.

Resolving Claims

If you and we are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this *Resolving Claims* section. This is a dispute resolution provision. Please read it carefully.

What does “Claim” Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or us against the other, or against the employees or agents of the other, arising from or relating in any way to this deposit agreement (including any renewals, extensions or modifications) or the deposit relationship between us.

Claim does not include provisional or ancillary remedies from a court of competent jurisdiction, which either you or we may exercise without waiving the right to arbitration or reference.

How Claims on Personal Accounts will be Resolved

You and we both agree that all Claims relating to a personal account will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state court. If a Claim relating to a personal account is brought in a California state court, either you or we can elect to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below.

JURY TRIAL WAIVER FOR PERSONAL ACCOUNTS FOR PERSONAL ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

How Claims on Business Accounts will be Resolved

You have the right to compel us at your option, and we have the right to compel you at our option, to resolve a Claim relating to a business account by binding arbitration. If neither you nor we decide to compel arbitration, then the Claim will be resolved in court by a judge without a jury, as permitted by law. There is an exception for Claims brought in a California state court. If a Claim relating to a business account is brought in a California state court, either you or we can elect to compel the other to have the Claim resolved by general reference to a judicial referee under California Code of Civil Procedure (C.C.P.) Section 638, as provided below. The arbitration, judicial reference or trial by a judge will take place on an individual basis without resort to any form of class or representative action.

**CLASS ACTION AND JURY TRIAL WAIVER FOR BUSINESS ACCOUNTS**

**FOR BUSINESS ACCOUNTS, YOU AND WE AGREE AND UNDERSTAND: (1) THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO TRIAL BY JURY, AND (2) THAT THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.**

**Judicial Reference**

A case sent to judicial reference is heard by a neutral individual (a “judicial referee”), but remains in the court system subject to the same rules of procedure, discovery and evidence and appeal as any court case. The judicial referee will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on a judicial referee, then the judicial referee will be appointed according to the procedure for appointment of a referee under California C.C.P. Section 640.

The judicial referee, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement.

Judicial reference will be governed by California C.C.P. Section 638 at seq. and the judicial referee will determine all issues in accordance with federal and California law and the California rules of evidence. The referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including motions for summary judgment or summary adjudication. The award that results from the decision of the referee will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California C.C.P. Sections 644(a) and 645. You and we both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

**Arbitration**

This section on arbitration applies to business accounts and is subject to the provisions of the *Limitation and Non-Severability* section below.

Arbitration is a method of resolving disputes in front of one or more neutral individuals, instead of having a trial in court in front of a judge and/or jury. The arbitrator will be an active or retired judge or attorney with more than 10 years of experience, chosen by mutual agreement of you and us.

If you and we are unable to agree on an arbitrator, then you agree to choose one of the following Administrators within 10 days of our written notice that an agreement cannot be reached.

- JAMS Resolution Center  
1920 Main St., Suite 300  
Irvine, CA 92614  
www.jamsadr.com (800) 352-5267
- American Arbitration Association (“AAA”)  
1633 Broadway, 10<sup>th</sup> Floor  
New York, NY 10019  
www.adr.org (212) 716-5800

If you do not choose the Administrator on a timely basis, we will select the Administrator and the Administrator will select the arbitrator using the Administrator’s rules. If an Administrator cannot hear or refuses to hear the arbitration, then the arbitration will be handled by the alternative Administrator.

The arbitrator, sitting alone without a jury, will decide questions of law and fact and will resolve the Claim. This includes the applicability of this *Resolving Claims* section and the validity of the deposit agreement, except that the arbitrator may not decide or resolve any Claim challenging the validity of the class action and jury trial waiver. The validity of the class action and jury trial waiver will be decided only by a judicial referee or a court.

After a decision is given by an arbitrator, and where the amount of the Claim exceeds \$200,000, either you or we can appeal the arbitrator’s decision to another arbitrator. If the amount of the Claim exceeds \$1,000,000, either you or we can appeal the arbitrator’s decision to a panel of three arbitrators. No decision may be appealed under this paragraph, unless the arbitrator that heard the matter first makes a finding that the Claim could reasonably have exceeded either \$200,000 or \$1,000,000. Any arbitrator who hears an appeal under this paragraph will be selected according to the rules of the Administrator.

The arbitration of any matter involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “FAA”). The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. Arbitrations will be governed by the rules of the Administrator to the extent those rules do not conflict with this *Resolving Claims* section. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award.

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA or under this Agreement.

**Limitation and Non-Severability**

**For both personal and business accounts.** Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the validity and effect of the class action and jury trial waiver for business accounts and the jury trial waiver for personal accounts may be determined only by a court or judicial referee and not by an arbitrator. You and we both have the right to appeal the limitation or invalidation of the waiver.

**For business accounts.** Regardless of anything else in this *Resolving Claims* section, you and we both acknowledge and agree that the class action and jury trial waiver is material and essential to the arbitration of any disputes between you and us and is non-severable from the agreement to arbitrate Claims. If the class action and jury trial waiver is limited, voided or found unenforceable, then the agreement to arbitrate (except for this sentence) will be null and void with respect to such proceeding and this *Resolving Claims* section will be read as if the provisions regarding arbitration were not present. You and we both have the right to appeal the limitation or invalidation of the class action and jury trial waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

**Rules of Interpretation**

Except as provided in the *Limitation and Non-Severability* section above, if any portion of this *Resolving Claims* section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this section. If there is a conflict or inconsistency between this *Revolving Claims* section and other terms of this deposit agreement or the applicable rules of the Administrator, this *Resolving Claims* section will govern. If there is any conflict between this *Revolving Claims* section and any other dispute provision (whether it be for arbitration, reference or any other form of dispute resolution), this *Resolving Claims* section will prevail for Claims arising out of this deposit agreement or transactions contemplated by this deposit agreement.

**Jurisdiction and Venue**

Any action or proceeding regarding your account or this deposit agreement must be brought in the state in which the banking center that maintains your account is located. You submit to the personal jurisdiction of that state. Note that any action or proceeding will be governed by and interpreted in accordance with the *Governing Law* section of this agreement.

If a Claim is submitted to arbitration and the state where that banking center is located is not reasonably convenient for you, then you and we will attempt to agree on another location. If you and we are unable to agree on another location, then the location will be determined by the Administrator or arbitrator.

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*This panel intentionally left blank.*

## **EXHIBIT F**

### Notice for Maine Deposit Account Customers:

If you have a dispute with us regarding your deposit account, you may contact us and attempt to resolve the problem directly. If you feel we failed to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following internet address: [http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

When your complaint involves a federally-chartered financial institution, such as Bank of America, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

## Personal Schedule of Fees

*Effective May 16, 2014*

*Connecticut, Delaware, Maine, New Hampshire, New Jersey, New York, Pennsylvania and Rhode Island*

**Bank of America** 

[bankofamerica.com](http://bankofamerica.com)

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**Bank of America** 



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## Overview

This schedule lists account fees and also explains how you can avoid some account fees. Please review the account description for details about your account. Other account fees that can apply to your account are listed in the account descriptions and in the Other Account Fees section.

Your account and deposit relationship with us are governed by this schedule of fees and the *Deposit Agreement and Disclosures*. Please read both agreements carefully. These agreements are part of the binding contract between you and us for your account and deposit relationship. You can also find these agreements at bankofamerica.com.

We maintain deposit accounts at one of our banking centers. When you open an account, it is located at a banking center and generally remains at that location until it is closed. If you live in a state where we do not have a banking center and you ask us to open a personal account for you, we currently maintain the account at a banking center in Virginia. If state taxes apply to an account or service, taxes are in addition to the fee amount listed.

We may change the accounts and services described in this schedule at any time. We may add new terms and conditions. We may delete or amend existing terms and conditions. We may also add new accounts or services and convert or discontinue existing accounts or services at any time.

You can get information about interest rates and fees for services not covered in this schedule by visiting a banking center or calling us at the number on your statement.

## Optional Services

The following optional services are generally available with our checking and savings accounts:

- Debit card (Photo Security® feature available) or ATM card
- Online Banking service
- Online and Mobile Bill Pay service
- Email and Text Alerts
- Direct deposits
- Keep the Change® Savings Service
- Affinity Banking
- Preferred Rewards
- Overdraft Protection Service from another linked account
- Automatic transfers from checking to savings

These optional services can help you manage your account. To learn more about them, please review the agreement for that service. You can also review information on bankofamerica.com or speak to a banking center associate.

Investment products are provided by Merrill Lynch, Pierce, Fenner and Smith Incorporated and:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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**Merrill Lynch, Pierce, Fenner and Smith Incorporated** is a registered broker-dealer, member SIPC, and a wholly owned subsidiary of Bank of America Corporation.

Merrill Edge is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center™ (investment guidance) and self-directed online investing.

Merrill Edge® and Merrill Lynch® are registered trademarks of Bank of America.

The Preferred Rewards program is available in Kansas, Missouri, Nevada, South Carolina, and Washington.

As of June 23, 2014 it will be available in Arkansas, Iowa, Maine, Massachusetts, New Hampshire, New Mexico, Oklahoma, Rhode Island and Texas.

As of July 28, 2014 it will be available in Arizona, California, Idaho and Oregon.

Information About Personal Checking Accounts

Account	Monthly Maintenance Fee for Checking Account and How to Avoid It	Other Important Account Information
<p><b>Bank of America Core Checking™</b></p> <ul style="list-style-type: none"><li>• Use direct deposit</li><li>• Non-interest bearing account</li><li>• Minimum to open - \$25.00</li></ul> <p>This account was formerly named MyAccess® Checking. You may continue to see that account name on some documents.</p>	<p>Monthly maintenance fee for Bank of America Core Checking - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Have at least one qualifying direct deposit of \$250 or more made to your account each statement cycle.</li><li>Or</li><li>• Maintain an average daily balance of \$1,500 or more in your account.</li><li>Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 checking accounts).</li></ul>	<p><b>Student waiver.</b> When this account is owned either individually or jointly by a student, upon your request we waive the monthly maintenance fee for each statement cycle during which the student meets <b>both</b> of the following requirements:</p> <ul style="list-style-type: none"><li>• The student is enrolled in a high school or a college, university or vocational program, <b>and</b></li><li>• The student is under 23 years old.</li></ul> <p>College, university and vocation students may be required to show proof of enrollment. This student waiver does not apply when the student turns 23, ceases to be an owner of the account, or is no longer enrolled in school.</p> <p>For information about direct deposits, see page 13.</p>
<p><b>Bank of America Interest Checking™</b></p> <ul style="list-style-type: none"><li>• Interest bearing account</li><li>• Variable, tiered interest rates</li><li>• Minimum to open - \$100.00</li></ul>	<p>Monthly maintenance fee for Bank of America Interest Checking - \$25.00</p> <p>To avoid the monthly maintenance fee, maintain a <b>combined balance of \$10,000</b> or more during each statement cycle.</p> <p>For each statement cycle, we add the following balances together to determine your combined balance:</p> <ul style="list-style-type: none"><li>• The average daily balance in your Interest Checking account and in each checking, savings and money market savings account that is linked to your Interest Checking account. We determine the average daily balance in a linked account by using the beginning balance in the linked account for each day of the Interest Checking statement cycle.</li><li>And</li><li>• The current balance, as of the end of your Interest Checking statement cycle, in each CD and IRA that is linked to your Interest Checking account.</li><li>And</li><li>• The current balance, as of two business days before the end of your Interest Checking statement cycle, in each eligible Merrill Edge and Merrill Lynch investment account(s) that is linked to your Interest Checking account.</li><li>Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 checking accounts).</li></ul>	<p>You can also get the following services with this account:</p> <ul style="list-style-type: none"><li>• Three additional Bank of America Interest Checking accounts and four savings accounts with no monthly maintenance fee when you link them to your primary Interest Checking account.</li><li>• Free standard checks or discounts on certain styles.</li><li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings, line of credit or secondary checking account. (Other line of credit fees may apply.)</li><li>• No fee for incoming domestic wire transfers, cashier's checks, money orders (where available), stop payments, and more.</li></ul> <p><b>Additional accounts.</b> For accounts linked to your Interest Checking account, we waive the monthly maintenance fee on the first three linked Interest Checking accounts and on the first four linked savings accounts of any type (regular and money market savings accounts). The minimum amount you need to open each additional account, and other terms and fees, apply to each linked account. While you can also have us link more accounts, this waiver of the monthly maintenance fee does not apply to them. Transaction limits apply to savings accounts. See “What are the transaction limitations on my savings account?” in the <i>Frequently Asked Questions About Accounts</i> section on page 14.</p> <p><b>Linking accounts.</b> You must tell us what accounts you want us to link to your Interest Checking account. You can do so by visiting a banking center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Certain restrictions apply. Please review “What does it mean to link accounts?” on page 13.</p>

Please also review *Other Account Fees* on pages 9-12, *Frequently Asked Questions About Accounts* on page 13 and the *Deposit Agreement and Disclosures*.

Information About Personal Checking Accounts

Account	Monthly Maintenance Fee for Checking Account and How to Avoid It	Other Important Account Information
<p><b>Bank of America Advantage® with Tiered Interest Checking</b></p> <ul style="list-style-type: none"><li>• An account with premium services for customers who want to expand their total relationship status</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum to open - \$100.00</li></ul>	<p>Monthly maintenance fee for Bank of America Advantage with Tiered Interest Checking - \$25.00</p> <p>To avoid the monthly maintenance fee, maintain combined balances of \$10,000 or more.</p> <p>Combined balances include: (i) the average daily balances for the statement cycle of your linked Bank of America checking, savings and money market savings accounts; (ii) the current balances, as of the end of your statement cycle, of your linked personal Bank of America CDs, IRAs, credit cards, loans, lines of credit and mortgage accounts; and (iii) your last month-end balances in eligible Merrill Edge and Merrill Lynch investment accounts that are linked to your checking statement.</p> <p>Student loans and certain other accounts do not count toward your combined balance.</p> <p>Or</p> <p>Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 checking accounts).</p>	<p>You can also get the following services with your Bank of America Advantage with Tiered Interest Checking account:</p> <ul style="list-style-type: none"><li>• Second Advantage with Tiered Interest Checking account and up to 4 savings accounts with no monthly maintenance fee.</li><li>• Special rates on certain loans and lines of credit (Credit is subject to approval and normal credit standards apply. Loan discount is not available for certain types of loans, such as mortgages and dealer loans.)</li><li>• Free checks or discount on certain styles.</li><li>• 50% discount on first year rental fee on a safe deposit box, where available.</li><li>• No transfer fee for Overdraft Protection transfers from your linked Bank of America savings, line of credit or secondary checking account. (Other line of credit fees may apply.)</li><li>• No fee for stop payments, cashier's checks, bond redemptions, incoming domestic wire transfers and more.</li></ul> <p><i>Additional accounts.</i> You can get a total of 4 savings accounts (both regular and money market savings accounts) with no monthly maintenance fee when you have us link them to your Advantage with Tiered Interest Checking account. The minimum amount you need to open each savings account, and other terms and fees, still apply to the linked savings accounts. For transaction limits, see "What are the transaction limitations on my savings account?" in the <i>Frequently Asked Questions About Accounts</i> section on page 14.</p> <p><i>Linking accounts.</i> You must tell us what accounts you want us to link to your checking account. You can do so by visiting a banking center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review "What does it mean to link accounts?" on page 13.</p>
<p><b>Regular Checking</b></p> <ul style="list-style-type: none"><li>• Link other accounts to help meet a required balance</li><li>• Non-interest bearing account</li><li>• Minimum to open - \$100.00</li></ul>	<p>Monthly maintenance fee for Regular Checking - \$14.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Minimum daily balance in checking—\$1,500 or more</li><li>Or</li><li>• Minimum daily balance in linked Regular Savings— \$2,000 or more</li><li>Or</li><li>• Minimum daily balance in linked money market savings—\$5,000 or more</li><li>Or</li><li>• Average daily balance in checking with linked savings, CD and IRA accounts—\$5,000 or more</li><li>Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 checking accounts).</li></ul>	<p><i>Linking accounts.</i> You must tell us what accounts you want us to link to your checking account. You can do so by visiting a banking center or calling us at the number on your statement. We do not automatically link other accounts for pricing. Please review "What does it mean to link accounts?" on page 13.</p>

Please also review *Other Account Fees* on pages 9-12, *Frequently Asked Questions About Accounts* on page 13 and the *Deposit Agreement and Disclosures*.

Information About Personal Savings Accounts

Account	Monthly Maintenance Fee for Savings Account and How to Avoid It	Other Important Account Information
<p><b><i>Regular Savings</i></b></p> <ul style="list-style-type: none"><li>• Basic account to build a savings program</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul> <p>(Use this account for custodial savings, such as UTMA/UGMA)</p>	<p>Monthly maintenance fee - \$5.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Make combined monthly automatic transfers of \$25 or more from your Bank of America checking account to your savings account.</li><li>Or</li><li>• Maintain a minimum daily balance of \$300 or more in your account.</li><li>Or</li><li>• Link your account to your Bank of America Interest Checking or Advantage account. This fee waiver applies to the first 4 linked savings accounts of all types (regular savings and money market savings accounts).</li><li>Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 savings accounts).</li></ul>	<ul style="list-style-type: none"><li>• Each monthly statement cycle, you can make a total of three withdrawals and transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$2,500 or more (\$1,000 or more for Oregon accounts) in your savings account, you may make additional withdrawals and transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$3.00 for each withdrawal and transfer during the monthly statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone, through Online Banking, and by any other electronic means.</li></ul>
<p><b><i>Minor Savings Accounts (Under 18)</i></b></p> <ul style="list-style-type: none"><li>• Under 18 years old, beginning a savings program</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>No monthly maintenance fee</p>	<ul style="list-style-type: none"><li>• After you turn 18, we automatically convert your Minor Savings to a Regular Savings account.</li><li>• Parents can make automatic transfers from checking.</li><li>• Each monthly statement cycle you can make a total of three withdrawals and transfers with no Excess Withdrawal fee.</li><li>• If you maintain a minimum daily balance of \$300 or more in your savings account, you may make additional withdrawals and transfers with no Excess Withdrawal fee. Otherwise, the Excess Withdrawal fee is \$1.00 for each withdrawal and transfer during the monthly statement cycle above the three. This fee applies to withdrawals and transfers at ATMs, teller lines, by telephone, through Online Banking, and by any other electronic means.</li></ul>

Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the transaction limitations on my savings account?” on page 14 for more details.

Please also review *Other Account Fees* on pages 9-12, *Frequently Asked Questions About Accounts* on page 13 and the *Deposit Agreement and Disclosures*.

Information About Personal Savings Accounts (cont.)

Account	Monthly Maintenance Fee for Savings Account and How to Avoid It	Other Important Account Information
<p><b><i>Rewards Money Market Savings</i></b></p> <ul style="list-style-type: none"><li>• Variable interest rate</li><li>• Potential for Preferred Rewards interest rate booster feature</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account. Or</li><li>• Link your account to your Bank of America Interest Checking or Advantage account. This fee waiver applies to the first 4 linked savings accounts of all types (regular savings and money market savings accounts). Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 savings accounts).</li></ul>	<ul style="list-style-type: none"><li>• - Available in Kansas, Missouri, Nevada, South Carolina and Washington.</li><li>- Available as of June 23, 2014 in Arkansas, Iowa, Maine, Massachusetts, New Hampshire, New Mexico, Oklahoma, Rhode Island and Texas.</li><li>- Available as of July 28, 2014 in Arizona, California, Idaho and Oregon.</li><li>• This account is eligible for the interest rate booster feature of the Preferred Rewards program, which may increase your interest rate based on your Preferred Rewards level.</li></ul>
<p><b><i>Personal Money Market Savings</i></b></p> <ul style="list-style-type: none"><li>• Tiered interest rates</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account. Or</li><li>• Link your account to your Bank of America Interest Checking or Advantage account. This fee waiver applies to the first 4 linked savings accounts of all types (regular savings and money market savings accounts). Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 savings accounts).</li></ul>	<ul style="list-style-type: none"><li>• - Not available in Kansas, Missouri, Nevada, South Carolina and Washington.</li><li>- Not available as of June 23, 2014 in Arkansas, Iowa, Maine, Massachusetts, New Hampshire, New Mexico, Oklahoma, Rhode Island and Texas.</li><li>- Not available as of July 28, 2014 in Arizona, California, Idaho and Oregon.</li><li>• The rate that applies to your total account balance is based on the balance tier into which your end-of-day balance falls.</li></ul>

Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the transaction limitations on my savings account?” on page 14 for more details.

Please also review *Other Account Fees* on pages 9-12, *Frequently Asked Questions About Accounts* on page 13 and the *Deposit Agreement and Disclosures*.



Information About Personal Savings Accounts (cont.)

Account	Monthly Maintenance Fee for Savings Account and How to Avoid It	Other Important Account Information
<p><b>Select Money Market Savings</b></p> <ul style="list-style-type: none"><li>• Easy access to your money and higher interest rate than Regular Savings</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<p>Monthly maintenance fee - \$12.00</p> <p>To avoid the monthly maintenance fee, meet <b>one</b> of the following requirements during each statement cycle:</p> <ul style="list-style-type: none"><li>• Maintain a minimum daily balance of \$2,500 or more in your account. Or</li><li>• Link your account to your Bank of America Interest Checking or Advantage account. This fee waiver applies to the first 4 linked savings accounts of all types (regular savings and money market savings accounts). Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 savings accounts).</li></ul>	
<p><b>Platinum Money Market Savings</b></p> <ul style="list-style-type: none"><li>• Available only for Platinum Privileges customers</li><li>• Interest bearing account</li><li>• Variable interest rate</li><li>• Minimum amount to open - \$25.00</li></ul>	<ul style="list-style-type: none"><li>• Maintain enrollment in the Platinum Privileges program Or</li><li>• Enroll in the Preferred Rewards program and qualify for a Gold, Platinum or Platinum Honors level (first 4 savings accounts).</li></ul>	<ul style="list-style-type: none"><li>• - Not available in Kansas, Missouri, Nevada, South Carolina and Washington.</li><li>- Not available as of June 23, 2014 in Arkansas, Iowa, Maine, Massachusetts, New Hampshire, New Mexico, Oklahoma, Rhode Island and Texas.</li><li>- Not available as of July 28, 2014 in Arizona, California, Idaho and Oregon.</li><li>• Platinum Money Market Savings is only available to customers enrolled in the Platinum Privileges program, or whose opening balance qualifies them for the Platinum Privileges program.</li><li>• Your enrollment in the Platinum Privileges program will not automatically convert any existing or new savings account to a Platinum Money Market Savings account.</li><li>• If your enrollment in the Platinum Privileges program is discontinued for reasons other than your enrollment in Preferred Rewards, your Platinum Money Market Savings account will convert to a standard money market savings account and the interest rate and fees for a standard money market savings account will apply. See Platinum Privileges section for details.</li></ul>

Federal regulations and our deposit agreement place limits on certain types of transfers from savings accounts. See “What are the transaction limitations on my savings account?” on page 14 for more details.

Please also review *Other Account Fees* on pages 9-12, *Frequently Asked Questions About Accounts* on page 13 and the *Deposit Agreement and Disclosures*.

Personal CDs, IRAs and Coverdell ESAs

Account	Minimum Amount You Need to Open Account	Account Features/Services	Other Important Account Information
<i>Fixed Term CD Terms of 7 Days — 27 Days</i>	\$15,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li></ul>
<i>Fixed Term CD Terms of 28 Days — 10 Years</i>	\$1,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Featured CD/IRA</i>	See deposit rate sheet for minimum opening amount	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• For CDs with terms of 30 days or more, we send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Risk Free CD®/IRA</i>	Risk Free CD: \$5,000; IRA: \$2,000	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li><li>• See deposit rate sheet for available terms.</li></ul>	<ul style="list-style-type: none"><li>• Early withdrawal: We waive the early withdrawal penalty after the first 6 days of the account term (or the first 6 days following any partial withdrawal).</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Fixed Term IRA/CESA Terms of 6 Months — 10 Years</i>	Fixed Term IRA: \$1,000; CESA: \$500	<ul style="list-style-type: none"><li>• Interest rate fixed until maturity.</li><li>• No additional deposits until maturity.</li><li>• Automatically renews.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>

Please also review *Other Account Fees* on pages 9-12 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

Personal CDs, IRAs and Coverdell ESAs (cont.)

Account	Minimum Amount You Need to Open Account	Account Features/Services	Other Important Account Information
<i>Variable Rate IRA/CESA Terms of 18 Months— 23 Months</i>	\$100	<ul style="list-style-type: none"><li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li><li>• Additional deposits allowed during term.</li><li>• Automatically renews.</li><li>• Make saving easier with automatic transfers.</li></ul>	<ul style="list-style-type: none"><li>• A penalty is imposed for early withdrawal.</li><li>• We send you a maturity notice prior to renewal. Please read it carefully. We may change the type, term or other feature of your CD by giving you notice. If we make a change, we tell you about the change in the maturity notice.</li></ul>
<i>Money Market IRA/CESA</i>	\$100	<ul style="list-style-type: none"><li>• Variable interest rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate and annual percentage yield on your account at any time.</li><li>• Additional deposits allowed at any time.</li><li>• Make saving easier with automatic transfers.</li></ul>	<ul style="list-style-type: none"><li>• This is a savings account.</li><li>• Pre-authorized transfers and withdrawals are subject to certain limitations. See “What are the transaction limitations on my savings account?” on page 14. Withdrawals by check, draft or debit card are not allowed.</li></ul>

Please also review *Other Account Fees* on pages 9-12 and the *Deposit Agreement and Disclosures*. The *Deposit Agreement and Disclosures* contains information about the early withdrawal penalty and other terms for CDs. Also, see the *Traditional/Roth Individual Retirement Custodial Accounts and Disclosure Statements* and *Coverdell Education Savings Custodial Account and Disclosure Statement* for additional IRA and CESA account information.

Other Account Fees

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<b>ATM Card and Debit Card Fees</b>	Replacement ATM or Debit Card Fee	\$5.00 per card	<ul style="list-style-type: none"><li>• Fee for each requested replacement of an ATM or debit card, including the replacement of debit sticker (tag) or other debit access device.</li><li>• The replacement fee does not apply when we replace a card upon its expiration.</li><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>
	Rush Replacement ATM or Debit Card Fee	\$15.00 per card	<ul style="list-style-type: none"><li>• Fee for each requested rush delivery of an ATM or debit card, including the requested rush delivery of debit sticker (tag) or other debit access device.</li><li>• The Replacement ATM or Debit Card Fee may also apply and would be in addition to the rush delivery fee.</li><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>
	Non-Bank of America Teller Withdrawal Fee	For each transaction, the greater of \$5.00 <b>OR</b> 3% of the dollar amount of the transaction, up to a maximum of \$10.00	<ul style="list-style-type: none"><li>• Fee applies when you authorize another financial institution to use your debit card or debit card number to conduct a transaction (such as a withdrawal, transfer, or payment) and the other financial institution processes the transaction as a cash disbursement.</li></ul>
<b>ATM Fees</b> <b>Bank of America ATM</b> —an ATM that prominently displays the Bank of America name and logo on the ATM  <b>Non-Bank of America ATM</b> —an ATM that does not prominently display the Bank of America name and logo on the ATM	Withdrawals, deposits, transfers, payments and balance inquiries from a Bank of America ATM	No ATM fee	<ul style="list-style-type: none"><li>• Deposits and payments may not be available at some ATMs. Transaction fees may apply to some accounts. See account descriptions in this schedule.</li></ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in the U.S.	\$2.50 each	<ul style="list-style-type: none"><li>• When you use a non-Bank of America ATM, you may also be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.</li><li>• The non-Bank of America ATM fees do not apply at some ATMs located outside the United States. Call us before you travel internationally for current information about banks participating in the program.</li><li>• See the disclosure information that accompanied your card for other fees that may apply.</li><li>• Non-Bank of America ATM fees are in addition to other account fees that may apply to the transaction, such as an Excess Withdrawal fee for savings.</li><li>• Preferred Rewards Platinum customers using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for one withdrawal per statement cycle from a non-Bank of America ATM in the U.S., and receive a refund of the ATM operator fee for one withdrawal per statement cycle from a non-Bank of America ATM in the U.S.</li><li>• Preferred Rewards Platinum Honors customers using a Bank of America Debit or ATM card are not charged the non-Bank of America ATM fee for withdrawals from non-Bank of America ATMs in the U.S., and receive a refund of the ATM operator fee for withdrawals from non-Bank of America ATMs in the U.S.</li></ul>
	Non-Bank of America ATM Fee for: Withdrawals, transfers and balance inquiries at a non-Bank of America ATM in a foreign country	\$5.00 each	
<b>Check Image Service</b>	Check Image Service Fee	\$3.00 each statement cycle	<ul style="list-style-type: none"><li>• Fee to return images of your cancelled checks with your statement. Applies to each statement cycle during which we return one or more images of your checks.</li><li>• Our Online Banking service allows you to view and print copies of checks that posted to your account within the last 12 months.</li><li>• Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<i>Copies</i>	Check Copies with Check Safekeeping	No fee for first two copies each monthly statement cycle; after two, each additional is \$3.00 per copy	<ul style="list-style-type: none"><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li><li>• This fee does not apply to accounts in Massachusetts and New Hampshire.</li></ul>
	Check Copies without Check Safekeeping	\$3.00 per copy	<ul style="list-style-type: none"><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li><li>• This fee does not apply to accounts in Massachusetts and New Hampshire.</li></ul>
	Deposit Slips and other Credit Items	\$3.00 per copy	
<i>IRA</i>	IRA and Coverdell ESA Direct Custodian Transfer Processing Fee	\$50.00 each plan, each occurrence	<ul style="list-style-type: none"><li>• Fee for transferring funds to another institution.</li></ul>
<i>Overdraft Items (an overdraft item)</i>  <i>NSF: Returned Items (a returned item)</i>	Overdraft Item Fee	\$35.00 each item	<ul style="list-style-type: none"><li>• When we determine that you do not have enough available funds in your account to cover an item, then we either authorize and pay the item and overdraw your account (an overdraft item), or we decline or return the item unpaid (an NSF: returned item).</li><li>• Some common examples of items are a check or other transaction made using your checking account number, an everyday non-recurring debit card transaction, a recurring debit card transaction, an ATM withdrawal, an ACH transaction, and an Online or automatic bill payment. Please see the <i>Deposit Agreement and Disclosures</i> for more information about items, overdrafts, declined or returned items and for information about how we process and post items.</li><li>• We do not charge you an Overdraft Item fee on an everyday non-recurring debit card transaction. We also do not charge you an Overdraft Item fee on a ATM transaction unless you agreed to our overdraft practices for that particular ATM transaction. We do charge you an Overdraft Item fee each time we authorize and pay any other type of overdraft transaction. These other types of transactions include checks and other transactions made using your checking account number, recurring debit card transactions, Online and automatic bill payments, and ACH transactions.</li><li>• We do not charge you an NSF: Returned Item fee when we decline an ATM transaction or debit card transaction. We do charge you an NSF: Returned Item fee each time we decline or return any other type of transaction unpaid. These other types of transactions include checks and other transactions made using your checking account number, Online and automatic bill payments, and ACH transactions.</li><li>• We charge you Overdraft Item fees and NSF: Returned Item fees for no more than 4 items each day.</li><li>• For information about our Overdraft Protection plans and overdraft practices and overdraft settings, please see our <i>Deposit Agreement and Disclosures</i> and our <i>What You Need to Know about Overdrafts and Overdraft Fees</i> notice.</li></ul>
	NSF: Returned Item Fee	\$35.00 each item	

Please also review the *Deposit Agreement and Disclosures*.



Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
<b>Overdrafts – Extended Overdrawn Balance</b>	Extended Overdrawn Balance Charge	\$35.00 - charged when we determine your account is overdrawn for 5 or more consecutive business days	<ul style="list-style-type: none"><li>• The Extended Overdrawn Balance Charge applies when we determine that your account has been overdrawn for 5 or more consecutive business days. You can avoid this fee by depositing enough available funds in your account to cover your overdraft plus any fees we assessed within the first 5 consecutive business days that your account is overdrawn.</li><li>• For each time that your account is overdrawn 5 or more consecutive business days, we charge one Extended Overdrawn Balance Charge. We charge the fee after the 5th consecutive business day. The Extended Overdrawn Balance Charge is in addition to applicable Overdraft Item Fees and NSF: Returned Item Fees.</li><li>• If an everyday non-recurring debit card transaction or an ATM transaction, for which you did not agree to our overdraft practices, is the transaction that causes your account to become overdrawn, we do not start the 5-business day period. We do start the 5-business day period if another type of transaction either causes or increases the overdraft on your account.</li></ul>
<b>Overdraft Protection Service</b> <i>This optional service can help you avoid declined transactions as well as overdraft and NSF: returned item fees. To apply for this service, please call the number on your account statement or talk to your local banking center associate.</i>	Overdraft Protection Transfer Fee - transfer from a linked Bank of America savings or secondary checking account	\$10.00 each transfer	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are made for the amount required to cover the overdraft and the applicable transfer fee. If your savings or secondary checking account does not have enough available funds to cover the necessary amount, we may decline to make the transfer.</li><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America line of credit	\$10.00 each transfer	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are advances under the terms of the line of credit agreement and are made in increments of \$100. Advances are subject to interest charges or finance charges, as provided in the line of credit agreement. Please see the line of credit agreement.</li><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>
	Overdraft Protection Transfer Fee - transfer from a linked Bank of America credit card	See credit card agreement	<ul style="list-style-type: none"><li>• Overdraft Protection transfers are considered cash advances and may be subject to additional Overdraft Protection cash advance fees. See your credit card agreement for applicable rates and fees.</li></ul>

Please also review the *Deposit Agreement and Disclosures*.

Other Account Fees (cont.)

Fee Category	Fee Name/Description	Fee Amount	Other Important Information About This Fee
Miscellaneous	Check and Deposit Ticket Orders	Fee varies	<ul style="list-style-type: none"><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers receive free standard checks or discounts on certain designs.</li><li>• We may change the fees for check and deposit ticket orders at any time. Visit a banking center or call us at the number on your statement for current fees.</li></ul>
	Consulate Letter Fee	\$20.00 each letter	<ul style="list-style-type: none"><li>• Fee applies at banking centers in Metro New York area.</li></ul>
	Deposited Item Returned or Cashed Item Returned Fee (Returned Item Chargeback Fee)	\$12.00 each domestic item \$15.00 each foreign item	<ul style="list-style-type: none"><li>• We charge this fee each time a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.</li></ul>
	Legal Process Fee	\$100.00 each occurrence (Or such other rate as may be set by law)	<ul style="list-style-type: none"><li>• Fee applies to each legal order or process that directs us to freeze, attach or withhold funds or other property.</li></ul>
	Stop Payment Fee	\$30.00 each request	<ul style="list-style-type: none"><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of this fee.</li></ul>
	Wire Transfers and Drafts, Incoming or Outgoing (U.S. or International)	Fee varies	<ul style="list-style-type: none"><li>• Bank of America Interest Checking and Advantage accounts plus Platinum Privileges and Preferred Rewards customers qualify for a waiver of the wire fee for an incoming domestic wire transfer.</li><li>• We may change the fees for wire transfers and drafts at any time. Visit a banking center or call us at the number on your statement for current fees.</li></ul>

Please also review the *Deposit Agreement and Disclosures*.

## Frequently Asked Questions About Accounts

This section covers some of the features and services that may apply to your account.

### What other agreements have terms that apply to my deposit account?

In addition to the terms in this *Schedule of Fees*, the terms in the *Deposit Agreement and Disclosures*, the signature card for your account and the other account opening documents govern your account and are part of the binding contract between you and us for your account. Please read these documents carefully.

### What are paperless statements?

With the paperless statement option, you get your account statement electronically through Online Banking and you do not get a paper statement. You can enroll in paperless statements at a banking center or through Online Banking. When you enroll at a banking center, you'll need to log into Online Banking from your computer to confirm your choice.

### What is a direct deposit?

A direct deposit is an electronic deposit of funds to a checking or savings account.

For Bank of America Core Checking accounts, qualifying direct deposits are deposits of regular monthly income—such as your salary, pension, Social Security benefits—which are made through the automated clearinghouse (ACH) by your employer or other payer.

Other types of transfers and deposits do not qualify for the reduction in the monthly maintenance fee. Examples of non-qualifying transfers and deposits include: teller deposits, wire transfers, non-periodic direct deposits (such as tax refunds or payments for the sale of goods or services), Online Banking transfers, telephone transfers, and ATM transfers and deposits.

### What does variable rate mean?

Funds in an interest bearing checking or savings account earn a variable interest rate. This means that your interest rate and annual percentage yield may change after the account is opened. At our discretion, we may change your interest rate and annual percentage yield at any time.

### What does it mean to link accounts?

You can link some of your other accounts with us either to your Bank of America Interest Checking, Regular Checking or to your Advantage checking account for pricing. When you link another account for pricing, you can use the balances in the other account to help you meet the balance required to avoid the monthly maintenance fee on your checking account. You must tell us what other accounts you want us to link to your checking account. An account can only be linked for pricing to one checking account at a time. We do not link your other accounts for pricing unless you tell us to do so. You may not link a SafeBalance Banking™ account to any other account for pricing.

Please see the checking account descriptions in this schedule of fees for information about what accounts can be linked and applicable balance requirements. Some restrictions apply to what accounts can be linked. See below and the *Combined Balance Service* section in the *Deposit Agreement and Disclosures* for information.

When a new account is opened to replace an existing account, we do not automatically link the new account to your checking account for pricing, even if the existing account was linked. You must tell us to link the new account. As examples, when you refinance your mortgage loan, the refinanced loan is a new account. Whenever we change the account number of your checking account, we close the current checking

account and open a new checking account. In both examples, the replacement account is a new account and, if you want us to link it to your checking account for pricing, you need to tell us to link the new account.

For linked accounts, we may send you a monthly statement that reports account information for all of your linked accounts instead of separate statements for each account.

### What Bank of America first mortgage loans can qualify for a waiver of the monthly maintenance fee on a Bank of America Advantage account?

We currently service many mortgage loans we make. If we service your Bank of America first mortgage loan, you can have us link the loan to your Bank of America Advantage checking account. Sometimes we sell mortgage loan servicing to other companies. If we sell the servicing on your mortgage loan, then the loan is no longer eligible to be used for this waiver.

### What limits apply to linking accounts?

Some restrictions apply to what accounts can be linked to a checking account, including the following. You can generally link savings, money market savings, Individual Retirement Account (IRA) and CD, and some checking and Merrill Edge or Merrill Lynch investment accounts to your checking account. You may only link an account to one checking account at a time. To link additional accounts to a checking account, at least one of the owners of the linked additional account must also be an owner of the checking account. You may not link personal and business accounts together. You may link a SafeBalance Banking account to another SafeBalance Banking account for some purposes, but not to any other account for pricing.

We may in our discretion place other restrictions on what accounts can be linked.

### Are the statement cycles for linked accounts the same?

When you link accounts for pricing, the statement cycles are generally different. If you use a combined statement for your checking and savings accounts, the statement cycles for the linked checking and savings accounts are generally the same.

### What are combined statements?

A combined statement is one statement that reports activity for your checking account and each deposit account linked to that account, instead of separate statements for each account. In most cases we do not automatically send you a combined statement. You must generally request a combined statement and tell us to link the accounts you want included in the combined statement.

When linked accounts are reported on the combined statement, you understand and agree that each owner of any linked account can review information about all other linked accounts. You should not link accounts that you do not want others to see. Please read the information about Combined Statements in the *Deposit Agreement and Disclosures*.

### What is the transaction date for the savings Excess Withdrawal fee?

To determine whether an Excess Withdrawal fee applies to a withdrawal from your savings account, we count the withdrawal on the date we post it to your account. If you are counting the number of withdrawals you make each monthly statement cycle, please note that the date we count the withdrawal may be different than the date you authorize or make the withdrawal. This means that we may not count the withdrawal until a later statement cycle.

(continued)

**What are the transaction limitations on my savings account?**

There is no limit on the number of deposits you make to your account or on the number of withdrawals and transfers you make at a banking center, by mail or at an ATM. Please note that transaction fees can apply to withdrawals and transfers.

However, federal regulations and the *Deposit Agreement and Disclosures* limit the number of the following types of withdrawals and transfers from a savings account to a total of six each monthly statement cycle (each month for savings accounts with a quarterly statement): automatic or pre-authorized transfers, telephone transfers, Online Banking transfers or payments, or, if checks or debit cards are allowed on the account, check, draft and point of sale transactions. If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Please note that for Regular Savings and Minor Savings accounts, we charge an Excess Withdrawal fee for each withdrawal and transfer in excess of three if the applicable balance requirement is not met. See the information about this fee in the Regular Savings and Minor Savings section on page 4.

# Keep the Change® Savings Service

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When you enroll in our Keep the Change savings service, we round up the amount of any Bank of America debit card purchase made by you or a joint owner of your checking account to the next whole dollar amount, and transfer the amount in excess of the purchase price to your savings account.

We aggregate the round-up from purchases that post to your checking account each business day and make a single transfer (the “Keep the Change” transfer) at the end of the business day. If on a business day you do not have sufficient available funds in your checking account, or if any transaction has overdrawn your checking account, we do not round-up purchases posted on that business day and we cancel the Keep the Change transfer for that day.

If your debit card purchase is subsequently cancelled or reversed, the corresponding Keep the Change transfer will remain in the savings account. We may cancel or modify the Keep the Change service at any time.

*Keep the Change® Patent No. US 8,301,530B2.*

# **EXHIBIT G**



THAT YOU WILL NOT NEED TO STOP PAYMENT.

NOTICE: As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

**h. Our liability for failure to complete transactions.** The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM cards.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer
  - If the machine where you are making the transaction does not have enough cash
  - If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transaction
  - If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances
  - If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN
  - If your account is subject to some legal process, right of setoff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction
  - If there are other exceptions stated in our agreement with you which cover the particular type of account or accounts involved in a specific transaction
  - If the transfer would go over your overdraft limit or the credit limit on your credit line account
  - If an account becomes dormant, in which case we may eliminate card access to that account
- c. Bank of America's "zero liability" policy for Unauthorized Transactions.** Federal law (described in the Regulation E Liability Disclosure in Section 12.d. below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, card number or PIN or its unauthorized use, subject to the following terms and conditions.

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or card number.

**"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish the Card, card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the timeframes specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). If you have a business card, the same timeframes will apply to you but the consumer protections of those laws or regulations will not apply to you or your Card.

**Other considerations.** We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**Your rights under Regulation E.** If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

**d. Regulation E Liability Disclosure. Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions.** The following provisions apply only to accounts established primarily for personal, family, or household purposes and do not apply to business accounts.

Tell us AT ONCE if you believe your Card, card number, or PIN has been lost, stolen or learned by an unauthorized person 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 may call us or write us at the telephone number and address listed in Section 18 of this Card Agreement. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Your losses could include all of the money in your account plus any advances on a credit line or

overdraft protection linked to your account.

Also, if your statement shows transfers that you did not make, including those made by card, card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us on 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. Massachusetts customers can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card or PIN, and your card or PIN is used without your permission.

Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

Remember, do not write your PIN on your Card or carry the PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

13. Security

**a. Confidentiality of PIN.** You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the Card.

**b. ATM safety.** Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card for important information about how to protect yourself when using your Card at ATMs.

14. Our Right to Cancel or Block Your Card

We may decide not to issue or renew a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this Card Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of card privileges does not affect other terms for your account. If we reinstate your card privileges, this Card Agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same numbers or we may restrict use of all Cards on all of your accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

15. General Terms

**a. Waiver and severability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card. We may delay enforcing our rights under this Card Agreement without losing them. If we waive a provision of this Card Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Card Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Card Agreement governs and that the law is amended by this Card Agreement. A determination that any part of this Card Agreement is invalid or unenforceable will not affect the remainder of this Card Agreement.

**b. Sales drafts/debit slips.** We report Card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the Card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

**c. Amendments.** We may change this Card Agreement at any time. For example: we may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you must cancel this card agreement by notice to us and destroy your Card(s).

**d. Joint accounts.** If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this Card Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this Card Agreement at the address we have for that person in our records.

**e. Credit or information inquiries.** You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

**f. Legal transactions.** You agree that you will only use the Card for transactions that are legal. You agree that you will not use your Card for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. Display of a Visa® or other payment card logo by an on-line merchant does not mean that an internet transaction is legal

where you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

**g. Applicable law.** Your and our rights and obligations under this Card Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or, if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

16. Other Agreements

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan, and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. For example, when you use your Card to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

17. Business ATM card and business accounts

This section applies to Business ATM cards and business accounts linked to personal cards only, in all states except California.

Many business checking, savings and credit card accounts can be accessed using a Business ATM card. You agree that any authorized signer to whom we issue a Business ATM card is authorized to use the Business ATM card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM card can be used for the same transactions as a personal ATM card, except as follows:

- You may not print a full statement or a mini-statement at ATMs,
- You are not given immediate credit for deposited items at ATMs;
- You cannot use your Business ATM card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you; and
- Generally, you may not use your Card to access lines of credit. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM card or Business ATM card number before you notify us of any loss or theft except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a business card. You, as the account owner (whether a sole proprietor, partnership, corporation, limited liability company, or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfers Act nor Regulation E applies to any transactions made with a Business ATM card or Business ATM card number.

If you are a sole proprietor, you may access your business account by linking it to a personal card. If you also link a personal account to the personal card, then the transactions on the personal account are subject to Regulation E and the Electronic Fund Transfers Act but the transactions on the business account are not subject to this regulation or law. When a business account is linked to a personal card, the business account is not subject to Regulation E but is otherwise subject to the terms of this Card Agreement. Certain fees may apply. Please review your current business fee schedules. Sole proprietor business accounts linked to a personal card may be subject to fees as described in the current personal fee schedules.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1.888.BUSINESS (1.888.287.4637).

18. Telephone Number And Address To Be Notified In Event Of Unauthorized Transfer And Lost Or Stolen Bank Of America ATM Cards And Debit Cards

If you believe your Card is lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone:  
**Spanish** 1-800-688-6086 (all states, except California)  
**TDD** 1-800-288-4408 (all states, except California)

**California**  
**TDD** 1-800-551-4453  
**Spanish** 1-800-678-1433 (Private and Premier Customers)  
**Spanish** 1-800-622-8731

**English**  
All states except CA 1-800-432-1000  
CA (Private and Premier Customers) 1-800-678-1433  
CA 1-800-622-8731  
Outside U.S.: 1-800-848-6090

Or write:  
Bank of America  
EFT Coordinator  
P.O. Box 53137 #7405  
Phoenix, AZ 85072-3137

IMPORTANT INFORMATION FOR MONEY MANAGER AND MASTER RELATIONSHIP ACCOUNT HOLDERS

If you have been issued a Card in connection with a Money Manager Account or (in California) a Master Relationship Account ("MRA"), the following provisions apply:

Your account consists of a checking account through Bank of America and a brokerage account through Banc of America Investment Services, Inc. The account is governed by the Money Manager or MRA Customer Agreement, as amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to refer instead to the Customer Agreement with respect to Money Manager and MRA Accounts.

Also, references in this Card Agreement to "checking account" or "deposit account" shall include the checking account portion of your Money Manager or MRA Account, and the provisions of this agreement are generally applicable to your use of a Card in connection with the account. However, in some respects, additional or different provisions may apply.

For example, see your Customer Agreement for a description of the order in which the various assets in your account are accessed when you make any type of withdrawal, including Card withdrawals or purchases. There may be other provisions relevant to your use of a Card in your Customer Agreement that are particular to Money Manager or MRA.

Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Money Manager and MRA Accounts. For example, your ability to make balance inquiries and obtain statements at ATMs may be limited to your cash positions and checking transactions, and information on brokerage transactions and the value of some brokerage assets may not be included.

Finally, from time to time inconsistencies may appear between certain provisions of this Card Agreement and those in your Customer Agreement. In any such case, while we may apply the more liberal provision, we reserve the right to apply the more restrictive provision, and you should therefore assume that the more restrictive provision may be in effect.

Investment products provided by Banc of America Investment Services, Inc.

ARE NOT FDIC-INSURED	MAY LOSE VALUE	ARE NOT BANK-GUARANTEED
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**Banc of America Investment Services, Inc.** is a registered broker dealer, a member of NASD and SIPC and a non-bank subsidiary of Bank of America, N.A.

For safety tips on using your card at ATMs, please see the reverse side of your card carrier.

Bank of America

Important Information About Your Card Agreement and Disclosure

Personal Debit Cards, Personal ATM Cards and Business ATM Cards

Effective October 15, 2009, for cards associated with deposit accounts opened at Bank of America in Arizona, Arkansas, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas and Virginia.

Bank of America, N.A. Member FDIC.  
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F03-B490-7



This Card Agreement and the applicable Schedule of Dollar Limits on Transactions are a contract between you and us ("Card Agreement") regarding your Bank of America Debit Card or ATM Card. It describes the electronic banking services you can use with your card and includes information about our and your rights and obligations. It supplements the Deposit Agreement and Disclosures and related Personal Schedule of Fees (collectively, the "Deposit Agreement") that apply to each Bank of America deposit account that you link to your card. If the Deposit Agreement is inconsistent with this Card Agreement, this card agreement governs.

Throughout this Card Agreement, the words "we," "us" or "our" refer to Bank of America, N.A. "You" and "your" refer to each person to whom we issue a Card and the owner of each deposit account to which a card is linked. "Card" means a personal Bank of America Debit Card, personal ATM Card, or Business ATM Card that is linked to at least one deposit account with us. "Business ATM Card" means an ATM Card that is linked to an account opened for business purposes.

You agree to the terms of this Card Agreement by using or accepting a Card or by allowing another person to use a Card. If you are the owner of a business deposit account to which a Business ATM Card is linked, you agree that use of a Card by any authorized signers or others you authorize to use a Card constitutes your agreement to the terms of this Card Agreement.

1. Your Responsibility

When you open or maintain a Bank of America checking or savings account, you can get a Card and a personal identification number (PIN) to use with your Card. You agree to use your Card only in the manner and for the purposes described in this Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. You must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your Card. You will take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach or do not fulfill any term of this Card Agreement, you are responsible to us for all damages and losses.

2. Getting Started

**a. Linking accounts.** You must link your Card to at least one Bank of America checking or savings account. We may limit the number of deposit accounts that you may link to your Card. If you have a Debit Card, you must link it to a primary checking account.

**b. Your PIN.** You may also need a PIN to use with your Card. If this is your first Card and you did not select your PIN when you requested the Card, your PIN should arrive within one week after your Card. If you do not receive your PIN, call us at the number listed in Section 18 below. If you currently have a PIN, it continues to apply to any replacement Card with the same card number.

**c. Activating your Card.** When we send you a Card, for your protection, the Card is not activated. Before using your Card, you need to activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. If you call the number on the card sticker to activate your Card, have your checking account number available when you call. If you also receive a mini-Card, when you activate your full-size card, both cards will be activated. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

**d. Using your Card.** You may use your Card and PIN to perform ATM transactions. If you link a checking account to your Card, you may also use your Card and PIN to make purchases at merchant locations that accept PIN-based payments. If you have a Debit Card linked to your checking account, you may use your Debit Card to make purchases at a merchant that accepts Visa® Debit Cards and you may obtain cash from a financial institution that accepts Visa® Debit Cards.

If you use an ATM card or Business ATM Card to make a purchase, you must use your PIN to complete the transaction and you should not be asked to sign a sales draft or debit slip. If you use a Debit Card to make a purchase, you may either select the "credit" button on the merchant's keypad (you do not use your PIN and will usually be asked to sign a sales draft or debit slip) or you may select the "debit" button on the merchant's keypad (you use your PIN and you should not be asked to sign a sales draft or debit slip).

3. Services available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees generally apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

**a. Bank of America ATMs.** A Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You must link your Bank of America accounts to your Card to access them at an ATM. You may not be able to link some Bank of America accounts to your Card. You may use your Card and PIN at most Bank of America ATMs to perform the following transactions with the Bank of America accounts linked to your Card:

- Make deposits to your checking and savings accounts
- Withdraw funds from your checking and savings accounts

- Transfer funds between your checking accounts, savings accounts, credit card accounts and lines of credit\* (Transfers between credit products are not permitted.)

- Obtain balance information about your linked checking, savings, credit card, accounts and lines of credit\*

- Send messages to the bank, such as a check order or change of address
- Make payments to your Bank of America credit card and loan accounts

- Print a mini-statement or a full statement for your checking or savings accounts (not available for Business ATM cards)

- Obtain a cash advance on a credit card account or a line of credit\*

*\*Lines of credit cannot be linked to Business ATM cards (Except as provided in Section 17).*

To the extent any of the above transactions involves a loan, line of credit or credit card account, such transactions shall be governed exclusively by the applicable loan, line of credit or credit card agreement. Please note that the types of transactions listed above are available at most Bank of America ATMs located in states where we have banking centers. For more information, please call us at the number listed on your statement.

**b. Non-Bank of America ATMs.** A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card and PIN at non-Bank of America ATMs to perform the following transactions with the primary Bank of America checking and savings accounts linked to your Card:

- Withdraw funds from your primary checking and savings accounts
- Transfer funds between your primary checking and savings accounts
- Obtain balance information about your primary checking and savings accounts

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one checking or savings account linked to your Card, we will automatically select primary accounts for you unless you tell us which account you want to use for this service.

**c. Limitations on some ATM transactions. Withdrawals.** We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction or we may complete the transaction and overdraw your account.

**Deposits.** You may deposit paper currency and checks at certain Bank of America ATMs. You may not deposit coins or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see a teller at one of our banking centers for assistance.

When you make a deposit at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the day after the business day on which we process the deposit. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. Immediate credit is not given to business accounts.

**Balance Information.** The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

**Statements.** Statements are not available at some ATMs. Mini-statements include up to 10 of your last posted transactions within the current statement cycle in all states except California. For California accounts, mini-statements include up to your last seven debits and your most recent credit within the current statement cycle. Full statements generally include all posted transactions within your current statement cycle.

4. Point of sale purchases with your Card

You may use your Card and PIN to pay for goods and services and to receive cash back from the transaction at retail locations that accept ATM cards. The merchant may limit the amount of cash back. In addition, if you have a Debit Card, you may also use your Debit Card to make purchases at merchants that accept Visa® debit cards and you may use your Debit Card to obtain cash at financial institutions that accept Visa® debit cards. You may be asked to sign a sales slip, withdrawal slip or other document, or just provide your Debit Card number.

The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number.

Each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. You are making deductions from your deposit account. You use your PIN or a debit card. Even if the merchant's terminal allows you to choose debit (you use your PIN) or credit (you do not use your PIN), the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

**a. Eligible accounts.** To use this purchase service, you must have a checking account, linked to your Card. You may not be able to use this purchase service with money market or regular savings accounts, including the Student Savings plan.

**b.** When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on your account. The hold reduces the available balance in your account by the amount listed in the request.

Since the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM

withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or returned items.

In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds increases the available balance in your account.

We may occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts.

We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

**c. Refunds, stop payments and merchant disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is made on a credit voucher and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the misrepresentation.

**d. Recurring preauthorized payments.** Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your Debit Card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment in order to continue your recurring preauthorized payments.

**Stopping payment.** To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid call or write us using the telephone number and address listed in Section 18 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. If we get your request to stop payment closer to the payment date, we may not be able to stop the payment. 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. You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. This fee is the same as the fee we charge you for stopping payment of a check. Please see the Deposit Agreement. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

**Notice of varying amounts.** If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate payments is required to tell you 10 days before each payment. You may contact the merchant and choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set with the merchant.

**e. Merchant acceptance of your Card.** We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

5. Foreign Transactions

If you use your Debit Card to purchase goods or services in a foreign currency or in US dollars with a foreign merchant (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be 3% of that U.S. dollar amount. If the Foreign Transaction is made in a foreign currency, Visa® or MasterCard® will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. If you use your card to obtain foreign currency from an ATM, Visa® or MasterCard® will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 1% of that converted U.S. dollar amount; other ATM fees may apply per your Schedule of Fees. Please note that if you are a U.S. Trust, Bank of America Private Wealth Management Client, Premier Banking Client, Client Managed or maintain Associate status, we will not assess the International Transaction Fee, but we will do so in the event that you no longer maintain that status. The currency conversion rate used by Visa® will be either (1) a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa® receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by MasterCard® will be either (1) a wholesale market rate selected by MasterCard®, or (2) a government-mandated rate. The rate used by Visa® or MasterCard® on the processing date may differ from the rate on the date of your transaction.

6. Dollar Amount Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. We establish these limits for purposes of issuing authorizations to ATM systems and merchant processing systems. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request. If we have not established another limit for you, your limit is that set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to that set forth in the Schedule of Dollar Limits on Transactions (or other agreed limit) when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraw your account. We may decline any transaction if it appears to us to be suspicious.

**Cash limit.** For all cardholders, except California cardholders, the cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. For California cardholders, in addition to ATM withdrawals, cash back you may receive from purchase transactions, and cash from using our Bank of America Check Cashing service also count against your cash limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution.

Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

**Purchase limit.** The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit, except for California cardholders (See Cash limit section above). Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit. For security purposes, we may place other restrictions on the purchase limit from time to time.

7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover a transaction, we consider the transaction an insufficient funds item. We may either return the transaction unpaid or complete it and overdraw your account. In either case, we may charge you an insufficient funds fee. Your available balance may be reduced by any holds placed on your account as a result of pre-authorization requests from merchants or other financial institutions. Please see the Deposit agreement. If use of your Card (such as an ATM withdrawal or POS transaction) results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft, including our fees. If you participate in an overdraft protection program, a transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed leaving outstanding, but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions including our fees.

8. Documentation of Transfers

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

**Purchase service.** When you make a purchase or cash-back withdrawal, the merchant or financial institution usually gives you a receipt.

**Deposit account statements.** We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction.

If you think your deposit account statement or ATM receipt is wrong, or if you need more information about a transaction, call us or write us at the number or address listed in Section 18 of this Card Agreement.

9. Business Days

For electronic transactions, our business days are Monday through Friday, excluding bank holidays. All transactions made after our business day cut-off time or on a day that we are not open are considered to be made on the next business day that we are open. Our business day cut-off time for deposits at a Bank of America ATM is either 12:00 noon (local time) or such later time as may be posted.

10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Personal Schedule of Fees which is part of your Deposit Agreement. For other fees that apply, please refer to the Deposit Agreement. We may also charge you a handling fee if you request a special service.

**a. Transactions at Bank of America ATMs.** There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs. If you request an account statement at a Bank of America ATM, the statement fee as described in the Personal Schedule of Fees which is part of your Deposit Agreement may apply.

**b. Transactions at Non-Bank of America ATMs.** We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. In some states, we also charge you a denial fee for each request to withdraw funds at a non-Bank of America ATM that is denied because the request exceeds either your available balance or your daily cash withdrawal limit. Some exceptions apply. See the Personal Schedule of Fees which is part of your Deposit Agreement for details. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**c. Other Electronic Banking Fees.** For money market savings accounts (Money Market Savings, Cash Maximizer, and Interest Maximizer accounts), we charge an Excess Transaction Fee for each transaction – including electronic transactions – that exceeds the number of limited transactions you may make each statement period. For savings accounts, if your minimum balance falls below the minimum balance requirement during the month we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in excess of the specified limit. We charge a stop payment fee for each request to stop payment on a transfer. Please see the Deposit Agreement for details.

When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

11. Disclosing Information to Third Parties

Our privacy policy for consumers is described in our brochure *Privacy Policy for Consumers*. We provide our privacy policy brochure to consumers who open a personal account with us when they open an account and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling customer information and describes the situations when we may disclose information, including some examples.

12. Electronic fund transfer rights

**a. Error Resolution.** In case of errors or questions about your electronic transfers, call us at the number, or write us at the address, listed in Section 18 below.

Call or write as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If the alleged error involves a transfer resulting from a point-of-sale transaction, a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. 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 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.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation.

If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have use of the money during the time it takes us to complete our investigation.

Additional Information for Massachusetts Customers.

- Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED**



# **EXHIBIT H**



we do not receive it within 10 business days, we may not provisionally credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

**Additional Information for Massachusetts Customers.**

- Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made; and
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**b. Our liability for failure to complete transactions.** The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM cards.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- If the machine where you are making the transaction does not have enough cash;
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances;
- If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN;
- If your account is subject to some legal process, right of seioff or encumbrance restricting the transaction, or if the funds in your account are not immediately available for completing a transaction;
- If there are other exceptions stated in our agreement with you which cover the particular type account or accounts involved in a specific transaction;
- If the transfer would go over the credit limit on your credit line account; or
- If an account becomes dormant, in which case we may eliminate Card access to that account.

**c. Bank of America's "zero liability" policy for Unauthorized Transactions.** Federal law (described in the Regulation E Liability Disclosure in Section 12.d. below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

Under the Bank of America "zero liability" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card, Card number or PIN, or its unauthorized use, subject to the following terms and conditions.

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or Card number.

**"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). If you have a Business ATM Card, the same definition of "reasonable time" will apply to you but the consumer protections of the Electronic Funds Transfer Act or Regulation E will not apply to you or your Business ATM Card.

**Other considerations.** We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated, or 2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**Your rights under Regulation E.** If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

**d. Regulation E Liability Disclosure: Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions.** The following provisions apply only to accounts established primarily for personal, family, or household purposes and do not apply to business accounts. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost, stolen or if you believe 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 may call us or write us at the telephone number and address listed in Section 18 of this Card Agreement. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include all of the money in your account plus any advances on a credit line or overdraft protection linked to your account.

Also, if your statement shows transfers that you did not make, including those made by Card, Card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us promptly. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Massachusetts customers can lose no more than \$50.00 if you fail to give us notice of your lost or stolen Card or PIN, and your Card or PIN is used without your permission. Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also unauthorized transactions. Remember, do not write your PIN on your Card or carry the Card with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

**13. Security**

**a. Confidentiality of PIN.** You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the Card.

**b. ATM safety.** Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card for important information about how to protect yourself when using your Card at ATMs.

NOTICE: As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

**14. Our Right to Cancel or Block Your Card**

We may decide not to issue or renew a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this Card Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of Card privileges does not affect other terms for your account. If we reinstate your Card privileges, this Card Agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same numbers or we may restrict use of all Cards on all of your accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

**15. General Terms**

**a. Waiver and severability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card. We may delay enforcing our rights under this Card Agreement without losing them. If we waive a provision of this Card Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Card Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Card Agreement governs and that the law is amended by this Card Agreement, a determination that any part of this Card Agreement is invalid or unenforceable will not affect the remainder of this Card Agreement.

**b. Sales drafts/debit slips.** We report Card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the Card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

**c. Amendments.** We may change this Card Agreement at any time. For example: We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you must cancel this Card Agreement by notice to us and destroy your Card(s).

**d. Joint accounts.** If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this Card Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this Card Agreement at the address we have for that person in our records.

**e. Credit or information inquiries.** You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

**f. Legal transactions.** You agree that you will only use the Card for transactions that are legal. You agree that you will not use your Card for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361, et seq. Display of a Visa®, MasterCard® or other payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so. If we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

**g. Applicable law.** Your and our rights and obligations under this Card Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or, if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

**16. Other Agreements**

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan, and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

**17. Business ATM Card and Business Accounts**

This section applies to Business ATM Cards and business accounts linked to personal cards only, in all states except California. Many business checking, savings and credit card accounts can be accessed using a Business ATM Card. You agree that any authorized signer to whom we issue a Business ATM Card is authorized to use the Business ATM Card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM Card can be used for the same transactions as a personal ATM Card, except as follows:

- You may not print a full statement or a mini-statement at ATMs;
- You are not given immediate credit for deposited items at ATMs;
- You cannot use your Business ATM Card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you; and
- Generally, you may not use your Card to access lines of credit. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM Card or Business ATM Card number before you notify us of any loss or theft except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a Business ATM Card. You, as the account owner (whether a sole proprietor, partnership, corporation, limited liability company, or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfers Act nor Regulation E applies to any transactions made with a Business ATM Card or Business ATM number.

If you are a sole proprietor, you may access your business account by linking it to a personal Card. If you also link a personal account to the personal Card, then the transactions on the personal account are subject to Regulation E and the Electronic Fund Transfers Act but the transactions on the business account are not subject to this regulation or law. When a business account is linked to a personal Card, the business account is not subject to Regulation E but is otherwise subject to the terms of this Card Agreement. Certain fees may apply. Please review your current Business Schedule of Fees. Sole proprietor business accounts linked to a personal Card may be subject to fees as described in the current Personal Schedule of Fees.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1.888.BUSINESS (1.888.287.4637).

**18. Telephone Number and Address to Be Notified in Event of Unauthorized Transfer and Lost or Stolen Bank of America ATM cards and debit cards**

If you believe your Card is lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone:  
**All states**  
English 1.800.432.1000  
Spanish 1.800.688.6086  
**TDD** 1.800.288.4408  
**Outside U.S.** 1.800.848.6090

Or write:  
Bank of America  
Dispute Resolution Services  
P.O. Box 53137  
Phoenix, AZ 85072-5137

**19. IMPORTANT INFORMATION FOR MERRILL LYNCH CASH MANAGEMENT ACCOUNT HOLDERS AND INTERNATIONAL CASH MANAGEMENT ACCOUNT HOLDERS.**

If you request your debit card to be linked to your Cash Management Account® (CMA® Account) or International CMA® Account (such a "Brokerage Account"), the following provisions apply:

Your checking account through Bank of America, N.A. is governed by the Deposit Agreement. Your Brokerage Account through Merrill Lynch, Pierce, Fenner & Smith Incorporated is governed by the CMA Account Disclosures and Account Agreement or the International CMA Terms and Conditions, as applicable (such a "Brokerage Account Agreement"), as amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to also refer to the applicable Brokerage Account Agreement with respect to your Card's access to Brokerage Accounts.

Also, certain references in this Card Agreement to "deposit account" shall include the Purchasing Power (as defined in your Brokerage Account Agreement) of your Brokerage Account, and the provisions of this Card Agreement are generally applicable to your use of a debit card in connection with the Brokerage Account. However, in some respects, additional or different provisions may apply.

For example, see your Brokerage Account Agreement for a description of the order in which the various assets in your Brokerage Account are accessed when you make any type of withdrawal, including ATM withdrawals. There may be other provisions relevant to your use of a debit card in your Brokerage Account Agreement that are particular to your Brokerage Account, such as transaction limits at ATMs. Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Brokerage Accounts. For example, your ability to make balance inquiries and obtain statements at ATMs will be limited to the Purchasing Power of your Brokerage Account. Brokerage Account transactions and the value of your Brokerage Account will not be included in your balance inquiries at ATMs.

Investment products provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated:

ARE NOT FDIC-INSURED	MAY LOSE VALUE	ARE NOT BANK-GUARANTEED
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**For safety tips on using your Card at ATMs, please see the reverse side of your Card carrier.**



02/2013  
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# Important Information Brochure: Card Agreement and Disclosure

Personal Debit Cards, Personal ATM Cards, Business ATM Cards and Access Devices  
*Effective April 1, 2013, for cards and other Access Devices associated with deposit accounts opened in all states and the District of Columbia.*

This Card Agreement and the applicable *Schedule of Electronic Fees and Dollar Limits on Transactions* are a contract between you and us ("Card Agreement") regarding your Bank of America debit card or ATM card, Business ATM card, or Access Device. It describes the electronic banking services you can use with your Card (as defined below) and includes information about our and your rights and obligations. This Card Agreement, which is part of the *Deposit Agreement and Disclosures* and any related *Personal Schedule of Fees or Business Schedule of Fees* (collectively, the "Deposit Agreement") apply to each Bank of America deposit account that you link to your Card. If this Card Agreement and any other provisions of the Deposit Agreement are inconsistent, this Card Agreement governs.

Throughout this Card Agreement, the words "we," "us," or "our" refer to Bank of America, N.A. "You" and "your" refer to each person to whom we issue a Card and the owner(s) of each deposit account to which a Card is linked. "Access Device" means a card, code or other means of access to a consumer's account, or any combination that may be used to initiate electronic funds transfers. Electronic Funds Transfers include all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions.

"ATM" means an automated teller machine.

"ATM Card" means a Card that can only be used at an ATM and at limited PIN-based point of sale (POS) terminals.

"Business ATM Card" means an ATM Card that is linked to a deposit account opened for business purposes.

"Card" means a personal Bank of America debit card, personal ATM Card, Business ATM Card, mini-card, mobile tag or any other Access Device that is linked to at least one deposit account with us.

You agree to the terms of this Card Agreement by activating, using a Card or by allowing another person to use a Card. If you are the owner of a business deposit account to which a Business ATM Card is linked, you agree that activation or use of a Card by any authorized signers or others you authorize to use a Card constitutes your agreement to the terms of this Card Agreement.

#### 1. Your Responsibility

When you open or maintain a Bank of America deposit account, you may choose to receive a Card. You agree to use your Card only in the manner and for the purposes described in this Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. If a signature panel is provided on your Card, You must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your Card. You agree to take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach or do not fulfill any term of this Card Agreement, you are responsible to us for all damages and losses.

#### 2. Getting Started

**a. Linking accounts.** You must link your Card to at least one Bank of America deposit account. We may limit the number of deposit accounts you may link to your Card. If you have a debit card, you must link it to your primary checking account. You may be permitted to link your Card to an existing Bank of America credit card account; if you do so, you may then use the Card to obtain credit on that account under terms previously disclosed in the applicable credit card agreement. You may not be able to link certain Bank of America accounts to your Card.

You may also link your debit card to certain Merrill Lynch brokerage accounts as long as your debit card is attached to a primary checking account. If you close your primary checking account, any Merrill Lynch brokerage account will be de-linked automatically from your debit card.

**b. Your PIN.** If you did not select your PIN when you requested your Card, a randomly selected PIN will be sent to you and should arrive within one week after you receive your Card. If you do not receive your PIN, call us at the number listed in Section 18 below. If you currently have a PIN, it continues to apply to any replacement Card issued to you with the same Card number.

**c. Activating your Card.** When we send you a Card, for your protection, the Card is not activated. Before using your Card, you must activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. If you received a mini-card or mobile tag, activating your Card also activates the mini-card or mobile tag. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

#### Special Rules for Mobile Tags

The mobile tag cannot be used for ATM transactions. You may use your mobile tag to make point-of-sale transactions at merchant locations that accept mobile tags. The mobile tag does not bear your 16-digit Card number or expiration date, so you must refer to your full-size Card when that information is needed (e.g., to establish recurring preauthorized payments or to return merchandise). The mobile tag does not have a separate purchase limit; it is shared with the limit applicable to your Card.

By installing, removing, and/or using a mobile tag on your mobile phone, it is possible that the warranties covering your mobile phone are voided and that your mobile phone, you, or your property may be damaged.

Bank of America is not liable for any damage to you, your body, your property or your mobile phone, including, but not limited to, loss of warranties, physical damage, data corruption, phone interference, inability to make or receive phone calls, degradation of phone capabilities, change in specific absorption rate ratings, software corruption, and/or lost data, to your mobile phone. You are responsible for determining what warranties may be voided by the use of the tag with your mobile phone. You assume all risks for any damage and loss of warranties.

**d. Using your ATM Card.** You may use your ATM Card to perform transactions at ATMs. If you link your ATM Card to a checking account, you may also use your ATM Card to make purchases at merchant locations that accept PIN-based payments.

**e. Using your debit card and/or Access Device.** If you have a debit card linked to your checking account, you may use your debit card to make purchases at merchants that accept debit cards and you may also obtain cash from financial institutions that accept debit cards.

#### 3. Services Available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees may apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at Bank of America ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

**a. Bank of America ATMs.** A Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You may use your Card at ATMs to perform the following transactions:

- Make deposits to your linked deposit accounts;
- Withdraw funds from your linked deposit accounts;
- Obtain balance information about your linked deposit accounts, credit card accounts and lines of credit\*;
- Make payments to your linked Bank of America accounts;
- Print a mini-statement or a full statement for your linked deposit accounts (not available for Business ATM Cards);
- Transfer funds between your linked deposit accounts, credit card accounts and lines of credit\* (Transfers between credit products are not permitted.); and
- Obtain a cash advance on a line of credit.\*

\*Lines of credit cannot be linked to Business ATM cards (Except as provided in Section 17).

PLEASE NOTE: All services may not be available at all Bank of America ATMs. Services are available only for designated Bank of America accounts linked to your Card.

To the extent any of the above transactions involves a loan, line of credit or a credit card account such transactions shall be governed exclusively by the applicable loan, line of credit agreement or credit card agreement. Please refer to your loan or line of credit agreement for rate and fee details.

You may use your debit card at most Bank of America ATMs to perform the following transactions with Merrill Lynch brokerage accounts linked to your debit card (see Section 19 for additional details):

- Make deposits to your linked brokerage accounts;
- Withdraw funds from your linked brokerage accounts;
- Obtain balance information about your linked brokerage accounts;
- Transfer funds between your linked brokerage accounts (not available for International CMA\* Accounts); and
- Transfer funds between your linked brokerage accounts and your deposit accounts (not available for International CMA\* Accounts).

To the extent any of the above transactions involves the Merrill Lynch Margin Lending Program, such transactions shall be governed exclusively by the Brokerage Account Agreement (as defined in Section 19).

**b. Non-Bank of America ATMs.** A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card at non-Bank of America ATMs to perform the following transactions with the primary Bank of America deposit accounts linked to your Card:

- Withdraw funds from your linked primary deposit accounts; and
- Obtain balance information about your linked primary deposit accounts.

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one deposit account linked to your Card, we will automatically select primary accounts for you unless you tell us which account you want to use for this service. You cannot use your Card at non-Bank of America ATMs to access Merrill Lynch brokerage account(s) linked to your Card.

#### c. Limitations on some ATM transactions.

**Withdrawals.** We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction. If you want us to authorize and pay an overdraft on your ATM withdrawal at a Bank of America ATM, you can agree to the overdraft on the ATM screen at the time of the withdrawal. Your consent applies only to that withdrawal.

**Deposits.** You may deposit paper currency and checks at most Bank of America ATMs. You may not deposit coins or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see a teller at one of our banking centers for assistance. When you make a deposit at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the next business day. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. Immediate credit is not given for deposits to business accounts.

**Balance Information.** The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

#### d. Bank of America ATM with Teller Assist\*

Selected Bank of America ATMs provide you with the option to connect to a teller using real time video during expanded business hours beyond when banking centers are generally open. Specific hours of availability are shown at ATMs with Teller Assist\*. You can also choose to use standard ATM functionality when Teller Assist\* is not available. ATMs with Teller Assist\* permit you to perform an expanded list of transactions including:

- Deposits to your checking or savings accounts and receive cash back
- Deposits to checking and savings accounts of other Bank of America customers
- Payments to your credit card or loan accounts or the accounts of other Bank of America customers
- Cashing a check for the exact amount, including the receipt of coins

Please note that transactions involving Merrill Lynch brokerage accounts are only available when using the standard ATM functionality.

#### 4. Point of Sale Purchases with Your Card

You may use your Card to pay for goods and services and to receive cash back from the transaction at retail locations that accept Cards. The merchant may limit the amount of cash back. You may use your debit card to obtain cash at financial institutions. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number. Each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution, you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. Even if the merchant's terminal allows you to choose debit or credit, the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

**a. Eligible accounts.** To use this purchase service, you must have a checking account, linked to your debit card. You may not use this purchase service with savings or money market savings accounts.

**b. Holds.** When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on the funds. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM withdrawals, electronic funds transfers, and other debits) or, you may incur fees for overdrafts or items we decline or return unpaid. In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to or subtracted from your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds either increases or decreases the available balance in your account. We occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts. We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

**c. Refunds, stop payments and merchant disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is credited back to your account and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the merchant's misrepresentation.

**d. Recurring preauthorized payments.** Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your debit card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment. **Stopping payment.** To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid call or write us using the telephone number and address listed in Section 18 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. If we get your request to stop payment less than three (3) business days before the payment date, we may not be able to stop the payment. If you call, we may also require you to provide us with your request in writing within 14 days after you call. You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation of your revocation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

**Notice of varying amounts.** If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate the payments is required to send you written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. You also have the option to receive notice only when a transfer falls outside of a specific range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

**e. Merchant acceptance of your Card.** We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

#### 5. Foreign Transactions

If you use your debit card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be 3% of that U.S. dollar amount. If the Foreign Transaction is made in a foreign currency, Visa® or MasterCard® will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. If you use your Card to obtain foreign currency from an ATM, Visa® or MasterCard® will convert the transaction into a U.S. dollar amount, and the International ATM Currency Conversion Fee will be 1% of the transaction amount, plus \$5 per transaction at a non-partner ATM; other ATM fees may apply per your Schedule of Fees. Please note that if you are a personal account holder and a U.S. Trust, Bank of America Private Wealth Management Client; Merrill Lynch Wealth Management Client who maintains a certain asset level; or maintains Associate status, we will not assess the International Transaction Fee, but we will do so if you no longer maintain that status. The currency conversion rate used by Visa® will be either (1) a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa® receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by MasterCard® will be either (1) a wholesale market rate selected by MasterCard®, or (2) a government-mandated rate. The rate used by Visa® or MasterCard® on the processing date may differ from the rate on the date of your transaction.

#### 6. Dollar Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request.

Unless we have established another limit for you, your limit is that set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to the limit set forth in the Schedule of Dollar Limits on Transactions (or other agreed limit) when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraft your account. We may decline any transaction if it appears to us to be suspicious or high risk.

**Cash limit.** For all cardholders the cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. Your cash limit also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Please note that some ATMs may not be able to handle the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

**Purchase limit.** The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit.

For security purposes, we may place other restrictions on the purchase limit from time to time.

#### 7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account, including overdraft protection coverage, if any, to cover everyday non-recurring debit card purchases or ATM withdrawals, we will decline the transaction and you will not be subject to overdraft fees. For checks, ACH, recurring debit card transactions and online bill payments, we may decline or return the transaction unpaid or we may complete it and overdraft your account.

The Schedule of Fees for your account which is a part of, and was provided with, the Deposit Agreement and Disclosures, explains when we charge you a fee for overdrafts and declined or returned items and the dollar amount of each fee. Please review the Schedule of Fees carefully. If use of your Card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft. If you participate in an overdraft protection program, a transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed, leaving outstanding but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions.

#### 8. Documentation of Transfers

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

**Purchase service.** When you make a purchase or cash back withdrawal, the merchant or financial institution usually gives you a receipt.

**Deposit account statements.** We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong, or if you need more information about a transaction, call us or write us at the number or address listed in Section 18 of this Card Agreement.

#### 9. Business Days

Our business days are Monday through Friday, excluding federal holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day.

#### 10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees for your account which is part of, and was provided with, your Deposit Agreement and Disclosures. For other fees that apply, please refer to the Schedule of Fees for your account and the Deposit Agreement and Disclosures. We may also charge you a handling fee if you request a special service.

**a. Transactions at Bank of America ATMs.** There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs.

If you request an account statement at a Bank of America ATM, the statement fee as described in the Personal Schedule of Fees, which is part of your Deposit Agreement and Disclosures, may apply.

**b. Transactions at Non-Bank of America ATMs.** We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. For details, see the Schedule of Fees for your account which is a part of, and was provided with, the Deposit Agreement and Disclosures. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a full transaction.

**c. Other Electronic Banking Fees.** A fee applies if you use your Bank of America debit card to withdraw cash using a teller at another financial institution. For money market savings accounts (Money Market Savings and Cash Maximizer accounts), we charge an Excess Transaction Fee for each transaction – including electronic transactions – that exceeds the number of limited transactions you may make each statement period. For savings accounts – if your minimum balance falls below the minimum balance requirement during the month we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in excess of the specified limit. We charge a stop payment fee for each request to stop payment on a transfer. For details, please see the Schedule of Fees for your account which is a part of, and was provided with, your Deposit Agreement. When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

#### 11. Disclosing Information to Third Parties

Our privacy policy for consumers is described in our brochure *Privacy Policy for Consumers*. We provide our privacy policy brochure to consumers who open a personal account with us when they open an account and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling consumer information and describes the situations when we may disclose information, including some examples.

#### 12. Electronic Fund Transfer Rights

**a. Error Resolution.** In case of errors or questions about your electronic transfers, call us at the number, or write us at the address, listed in Section 18 below. Call or write as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred;
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If the alleged error involves a transfer resulting from a point-of-sale transaction, a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have 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



# **EXHIBIT I**

the alleged error involves a transfer resulting from a point-of-sale transaction, a transaction initiated outside a state, territory or possession of the United States, we may take up to 90 days (instead of 45) to investigate. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have 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 provisionally credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents that we used in our investigation. If you are a new customer and the error or question concerns an electronic transaction that occurred within 30 days after the first deposit to the account was made, we will tell you the results of our investigation within 20 business days after we hear from you. If we need more time, we may take up to 90 days to investigate. In this case, we will credit your account within 20 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.

**Additional Information for Massachusetts Customers.**

- Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made; and
- The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC BANKING AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**b. Our liability for failure to complete transactions.** The following description of our liability to you is not meant to be a full explanation of either your or our legal rights or obligations, which may vary, depending on applicable laws. There may also be other exceptions not specifically mentioned below. This liability disclosure does not apply to Business ATM cards.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough available funds in your account to make the transfer;
- If the machine where you are making the transaction does not have enough cash;
- If the ATM, terminal or system was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as power outages, equipment failures, fire or flood) prevent the transaction, despite reasonable precautions that we have taken to avoid these circumstances;
- If your Card or PIN has been reported to be, or suspected of being, lost or stolen, and we have taken action to prevent transactions with the Card or PIN;
- If your account is subject to some legal process, right of setoff or encumbrance restricting the transaction; or if the funds in your account are not immediately available for completing a transaction;
- If there are other exceptions stated in our agreement with you which cover the particular type account or accounts involved in a specific transaction;
- If the transfer would go over the credit limit on your credit line account; or
- If an account becomes dormant, in which case we may eliminate Card access to that account.

**c. Bank of America's "zero liability protection" policy for Unauthorized Transactions.** Federal law (described in the Regulation E Liability Disclosure in Section 12.d. below) may limit your liability for unauthorized use, but you may still be liable in some circumstances.

Under the Bank of America "zero liability protection" policy, you may incur no liability for unauthorized use of your Card up to the amount of the unauthorized transaction provided you notify us within a reasonable time of the loss or theft of your Card, Card number or PIN or its unauthorized use, subject to the following terms and conditions.

**Excluded transactions.** Our zero liability policy does not apply to any unauthorized electronic fund transfer on an account which does not involve use of a Card or Card number.

**"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) under your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if 1) you furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority; or 2) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

**"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances but will not be less than the time frames specified under the Electronic Fund Transfer Act or Regulation E (see the Regulation E Liability Disclosure in Section 12.d. below). If you have a Business ATM Card, the same definition of "reasonable time" will apply to you but the consumer protections of the Electronic Funds Transfer Act or Regulation E will not apply to you or your Business ATM Card.

**Other considerations.** We may deny you the benefit of this policy 1) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated; or 2) under any other unusual circumstances where we believe denial is appropriate.

**Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**Your rights under Regulation E.** If your claim does not meet the prescribed conditions for reimbursement under the above policy, you still retain any consumer rights you may have under Regulation E, as described in section 12.d. below, and we will automatically re-examine the claim in accordance with those rights. Those rights do not apply to business cards.

**d. Regulation E Liability Disclosure. Your Responsibility in Case of Loss, Theft, or Unauthorized Transactions.**

The following provisions apply only to accounts established primarily for personal, family, or household purposes and do not apply to business accounts. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost, stolen or if you believe 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 may call us or write us at the telephone number and address listed in Section 18 of this Card Agreement. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or a series of related unauthorized transfers should someone use your Card or PIN without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Your losses could include all of the money in your account plus any advances on a credit line or overdraft protection linked to your account.

Also, if your statement shows transfers that you did not make, including those made by Card, Card number, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us promptly. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Massachusetts customers can lose no more than \$500 if you fail to give us notice of your lost or stolen Card or PIN, and your Card or PIN is used without your permission. Note: These liability rules are established by Regulation E. Our Zero Liability policy, as described in Section 12.c. above, regarding unauthorized transactions on personal accounts that involve use of a personal Card, may give you more protection, provided you report the transactions promptly. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

You should also note that, when you give someone your Card or PIN, you are authorizing that person to use your Card and you are responsible for all transactions that person performs with your Card or PIN. These transactions are authorized transactions. Transactions are considered unauthorized only after you notify us that the person is no longer authorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. Remember, do not write your PIN on your Card or carry the PIN with you. This reduces the possibility of someone using your Card without your permission if it is lost or stolen.

**13. Security**

**a. Confidentiality of PIN.** You agree not to disclose to anyone the PIN furnished by us or selected by you to be used in ATM or point of sale transactions with the Card.

**b. ATM safety.** Please refer to the safety tips for using your Card at ATMs found on the mailer that came with your Card for important information about how to protect yourself when using your Card at ATMs.

NOTICE: As part of the security system to help protect your Card and PIN, we may use hidden cameras and other security devices at some ATMs to determine who is using a Card at an ATM.

**14. Our Right to Cancel or Block Your Card**

We may decide not to issue or renew a Card and we may cancel or suspend your Card privileges with or without cause or notice, other than that required by federal or state law. Your Card remains our property and we may repossess it at any time. If we cancel your cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or upon notice of cancellation. If the Card is used other than as permitted by this Card Agreement, we may at our option and without waiving any rights, complete the transactions and debit or credit your account accordingly. The cancellation of Card privileges does not affect other terms for your account. If we reinstate your Card privileges, this Card Agreement is also automatically reinstated.

If the Card we send you is returned undelivered or if your Card or PIN is reported as lost or stolen, we may restrict use of any Card with the same numbers or we may restrict use of all Cards on all of your accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may block or cancel your Card without any notice to you.

**15. General Terms**

**a. Waiver and severability.** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party on account of the use of the Card. We may delay enforcing our rights under this Card Agreement without losing them. If we waive a provision of this Card Agreement, the waiver applies only to the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Card Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Card Agreement governs and that the law is amended by this Card Agreement.

A determination that any part of this Card Agreement is invalid or unenforceable will not affect the remainder of this Card Agreement.

**b. Sales drafts/debit slips.** We report Card transactions on your deposit account statement. We do not return copies of sales drafts or debit slips or other items related to the use of the Card. You may obtain a copy of a sales draft or debit slip upon your prompt request.

**c. Amendments.** We may change this Card Agreement at any time. For example, We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you continue to use your Card, you agree to the revised agreement. If you do not agree, you may cancel this Card Agreement by notice to us and destroy your Card(s).

**d. Joint accounts.** If your checking or savings account is jointly owned with one or more other persons, each of you is subject to this Card Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card. Any notice given by us will be deemed given to all parties on a joint account if mailed in writing (or electronically sent, if you agree to receive notices electronically) to any one person bound by this Card Agreement at the address we have for that person in our records.

**e. Credit or information inquiries.** You authorize us to make from time to time such credit, employment, and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your account or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the Deposit Agreement.

**f. Legal transactions.** You agree that you will only use the Card for transactions that are legal. You agree that you will not use your Card for any illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361, et seq. Display of a Visa®, MasterCard® or other payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. You agree that we may charge your account for such transactions and that we are not liable to you if you engage in an illegal transaction. For example, we reserve the right to decline transactions with merchants we have identified as gambling establishments but we are not obligated to do so if we do not decline such transactions, you authorize us to deduct the amount of such transactions from your account.

**g. Applicable law.** Your and our rights and obligations under this Card Agreement are governed by and interpreted according to federal law and the laws of the state where we open your account or if we transfer your account to another location, where we currently maintain your account. If state and federal law are inconsistent or if state law is preempted by federal law, federal law governs.

**16. Other Agreements**

Your use of our electronic banking services may also be affected by the agreements between you and us for your deposit, loan, and credit card accounts. When you link an account to your Card, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with our electronic banking services.

**17. Business ATM Card and Business Accounts**

This section applies to Business ATM Cards and business accounts linked to personal cards only in all states except California. Many business checking, savings and credit card accounts can be accessed using a Business ATM Card.

You agree that any authorized signer to whom we issue a Business ATM Card is authorized to use the Business ATM Card to conduct transactions on accounts linked to the Business ATM Card.

Your Business ATM Card can be used for the same transactions as a personal ATM Card, except as follows:

- You are not given immediate credit for deposited items at ATMs;
- You cannot use your Business ATM Card to access personal accounts;
- You are subject to other limitations set forth herein or in other materials provided to you; and
- Generally, you may not use your Card to access lines of credit. However, in some states, such access may be available. For more information, please call us at the number listed on your statement.

We are not liable for transactions conducted with a Business ATM Card or Business ATM Card number before you notify us of any loss or theft except as set forth in our "Zero Liability" policy described herein. You understand that federal law does not protect you from unauthorized transactions with a Business ATM Card. You, as the account owner (whether a sole proprietor, partnership, corporation, limited liability company, or other business type), and each authorized signer to whom a Card is issued acknowledges that neither the federal Electronic Fund Transfers Act nor Regulation E applies to any transactions made with a Business ATM Card or Business ATM Card number.

If you are a sole proprietor, you may access your business account by linking it to a personal Card. If you also link a personal account to the personal Card, then the transactions on the personal account are subject to Regulation E and the Electronic Fund Transfers Act but the transactions on the business account are not subject to this regulation or law. When a business account is linked to a personal Card, the business account is not subject to Regulation E but is otherwise subject to the terms of this Card Agreement. Certain fees may apply. Please review your current Business Schedule of Fees. Sole proprietor business accounts linked to a personal Card may be subject to fees as described in the current Personal Schedule of Fees.

You agree to report lost or stolen cards immediately. This may help to reduce your potential liability. If you have questions about your Card or any transaction, please call 1.888.BUSINESS (1.888.287.4637).

**18. Telephone Number and Address to Be Notified In Event of Unauthorized**

**Transfer and Lost or Stolen Bank of America ATM cards and debit cards**

If you believe your Card is lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately by calling the number listed below. If unauthorized activity occurs, you agree to cooperate during the investigation and to complete a Lost/Stolen Card and Fraud Claims Report or similar affidavit.

Telephone:

All states:

English: 1.800.432.1000

Spanish: 1.800.688.6086

TDD: 1.800.288.4408

Outside U.S.: 1.800.848.6090

Or write:

Bank of America

Dispute Resolution Services

P.O. Box 53137

Phoenix, AZ 85072-3137

**19. IMPORTANT INFORMATION FOR MERRILL LYNCH CASH MANAGEMENT**

**ACCOUNT HOLDERS AND INTERNATIONAL CASH MANAGEMENT ACCOUNT**

**HOLDERS.**

If you request your debit card to be linked to your Cash Management Account™ (CMA® Account) or International CMA® Account (each a "Brokerage Account"), the following provisions apply:

Your checking account through Bank of America, N.A. is governed by the Deposit Agreement. Your Brokerage Account through Merrill Lynch, Pierce, Fenner & Smith Incorporated is governed by the CMA Account Disclosures and Account Agreement or the International CMA Terms and Conditions, as applicable (each a "Brokerage Account Agreement"), as amended from time to time. All references in this Card Agreement to the "Deposit Agreement" shall be deemed to also refer to the applicable Brokerage Account Agreement with respect to your Card's access to Brokerage Accounts.

Also, certain references in this Card Agreement to "deposit account" shall include the Purchasing Power (as defined in your Brokerage Account Agreement) of your Brokerage Account, and the provisions of this Card Agreement are generally applicable to your use of a debit card in connection with the Brokerage Account. However, in some respects, additional or different provisions may apply.

For example, see your Brokerage Account Agreement for a description of the order in which the various assets in your Brokerage Account are accessed when you make any type of withdrawal, including ATM withdrawals. There may be other provisions relevant to your use of a debit card in your Brokerage Account Agreement that are particular to your Brokerage Account, such as transaction limits at ATMs. Also, there may be certain provisions of this Card Agreement that are inapplicable, or only partially applicable, to Brokerage Accounts. For example, your ability to make balance inquiries at ATMs will be limited to the Purchasing Power of your Brokerage Account. Brokerage Account transactions and the value of your Brokerage Account will not be included in your balance inquiries at ATMs.

Investment products provided by Merrill Lynch, Pierce, Fenner & Smith Incorporated:

ARE NOT FDIC-INSURED	MAY LOSE VALUE	ARE NOT BANK-GUARANTEED
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**For safety tips on using your Card at ATMs, please see the reverse side of your Card carrier.**



DTK-044306



DTK-044306

**Bank of America**



# Important Information Brochure: Card Agreement and Disclosure

**Personal Debit Cards, Personal ATM Cards, Business ATM Cards and Access Devices**

*Effective July 1, 2014, for cards and other Access Devices associated with deposit accounts opened in all states and the District of Columbia.*

08/2014

Bank of America, N.A. Member FDIC  
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This Card Agreement and the applicable *Schedule of Electronic Fees and Dollar Limits on Transactions* are a contract between you and us ("Card Agreement") regarding your Bank of America debit card or ATM card, Business ATM card, or Access Device. It describes the electronic banking services you can use with your Card (as defined below) and includes information about our and your rights and obligations. This Card Agreement, which is part of the *Deposit Agreement and Disclosures* and any related *Personal Schedule of Fees or Business Schedule of Fees* (collectively, the "Deposit Agreement") apply to each Bank of America deposit account that you link to your Card. If this Card Agreement and any other provisions of the Deposit Agreement are inconsistent, this Card Agreement governs. For purposes of this Agreement, references to the Personal Schedule of Fees shall include the Personal Schedule of Fees for SafeBalance Banking®.

Throughout this Card Agreement, the words "we," "us" or "our" refer to Bank of America, NA. "You" and "your" refer to each person to whom we issue a Card and the owner(s) of each deposit account to which a Card is linked. Unless otherwise noted, references to checking accounts include SafeBalance Banking accounts.

"Access Device" means a card, code or other means of access to a consumer's account, or any combination that may be used to initiate electronic funds transfers. Electronic Funds Transfers include all transfers resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions.

"ATM" means an automated teller machine.

"ATM Card" means a Card that can only be used at an ATM and at a limited PIN-based point of sale (POS) terminals.

"Business ATM Card" means an ATM Card that is linked to a deposit account opened for business purposes.

"Card" means a personal Bank of America debit card, personal ATM Card, Business ATM Card, mini-card, mobile tag or any other Access Device that is linked to at least one deposit account with us.

You agree to the terms of this Card Agreement by activating, using a Card or by allowing another person to use a Card. If you are the owner of a business deposit account to which a Business ATM Card is linked, you agree that activation or use of a Card by any authorized signers or others you authorize to use a Card constitutes your agreement to the terms of this Card Agreement.

#### 1. Your Responsibility

When you open or maintain a Bank of America deposit account, you may choose to receive a Card. You agree to use your Card only in the manner and for the purposes described in this Card Agreement. If you attempt to use your Card in any other manner or for any other purpose, we may decline the transaction or in our discretion we may complete it without incurring any obligation to honor the same type of transaction on future occasions. If a signature panel is provided on your Card, you must sign your Card. You are responsible for all transactions and charges incurred through use of your Card by you or by anyone you allow to use your Card. You agree to take reasonable precautions to prevent unauthorized use of your Card or disclosure of your PIN. You will notify us promptly if such use or disclosure occurs. If you overdraw your account in connection with a transaction, you must promptly repay us. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach or do not fulfill any term of this Card Agreement, you are responsible to us for all damages and losses.

#### 2. Getting Started

**a. Linking accounts.** You must link your Card to at least one Bank of America deposit account. We may limit the number of deposit accounts you may link to your Card. If you have a debit card, you must link it to your primary checking account. You may be permitted to link your Card to an existing Bank of America credit card account; if you do so, you may then use the Card to obtain credit on that account under terms previously disclosed in the applicable credit card agreement. You may not be able to link certain Bank of America accounts to your Card.

You may also link your debit card to certain Merrill Lynch brokerage accounts as long as your debit card is attached to a primary checking account. If you close your primary checking account, any Merrill Lynch brokerage accounts will be de-linked automatically from your debit card.

**b. Your PIN.** If you did not select your PIN when you requested your Card, a randomly selected PIN will be sent to you and should arrive within one week after you receive your Card. If you do not receive your PIN, call us at the number listed in Section 18 below. If you currently have a PIN, it continues to apply to any replacement Card issued to you with the same Card number.

**c. Activating your Card.** When we send you a Card, for your protection, the Card is not activated. Before using your Card, you must activate it by either calling the number on the sticker affixed to your Card or by completing an ATM transaction. If you received a mini-card or mobile tag, activating your Card also activates the mini-card or mobile tag. If you do not wish to use your Card, please dispose of the Card carefully by cutting it up.

#### Special Rules for Mobile Tags

The mobile tag cannot be used for ATM transactions. You may use your mobile tag to make point-of-sale transactions at merchant locations that accept mobile tags. The mobile tag does not bear your 16-digit Card number or expiration date, so you must refer to your full-size Card when that information is needed (e.g., to establish recurring preauthorized payments or to return merchandise). The mobile tag does not have a separate purchase limit; it is shared with the limit applicable to your Card.

By installing, removing, and/or using a mobile tag on your mobile phone, it is possible that the warranties covering your mobile phone are voided and that your mobile phone, you, or your property may be damaged.

Bank of America is not liable for any damage to you, your body, your property or your mobile phone, including, but not limited to, loss of warranties, physical damage, data corruption, phone interference, inability to make or receive phone calls, degradation of phone capabilities, change in specific absorption rate rating, software corruption, and/or lost data, to

your mobile phone. You are responsible for determining what warranties may be voided by the use of the tag with your mobile phone. You assume all risks for any damage and loss of warranties.

**d. Using your ATM Card.** You may use your ATM Card to perform transactions at ATMs. If you link your ATM Card to a checking account, you may also use your ATM Card to make purchases at merchant locations that accept PIN-based payments.

**e. Using Your debit card and/or Access Device.** If you have a debit card linked to your checking account, you may use your debit card to make purchases at merchants that accept debit cards and you may also obtain cash from financial institutions that accept debit cards.

#### 3. Services Available at ATMs

You authorize us to act on the instructions you give us through ATMs. Different services are available at Bank of America ATMs than at non-Bank of America ATMs and fees may apply for use of non-Bank of America ATMs. From time to time we may amend, add or delete services available at Bank of America ATMs and we may place or change limits on the number or dollar amount of transactions you may make. Some transactions may not be available, or may not be immediately available, to all cardholders at some ATMs.

**a. Bank of America ATMs.** A Bank of America ATM is an ATM that prominently displays the Bank of America name and logo on the ATM. These ATMs are generally available 24 hours a day, seven days a week, except during routine systems maintenance and occasional system down time. At some locations, business hours may restrict access. Specific hours of operation are shown at an ATM with restricted access. You may use your Card at ATMs to perform the following transactions:

- Make deposits to your linked deposit accounts;
- Withdraw funds from your linked deposit accounts;
- Obtain balance information about your linked deposit accounts, credit card accounts and lines of credit<sup>1</sup>;
- Make payments to your linked Bank of America accounts;
- Transfer funds between your linked deposit accounts, credit card accounts and lines of credit<sup>2</sup> (Transfers between credit products are not permitted.); and
- Obtain a cash advance on a line of credit.<sup>3</sup>

<sup>1</sup>Lines of credit cannot be linked to Business ATM cards (Except as provided in Section 17).

PLEASE NOTE: All services may not be available at all Bank of America ATMs. Services are available only for designated Bank of America accounts linked to your Card.

To the extent any of the above transactions involves a loan, line of credit or a credit card account such transactions shall be governed exclusively by the applicable loan, line of credit agreement or credit card agreement. Please refer to your loan or line of credit agreement for rate and fee details.

You may use your debit card at most Bank of America ATMs to perform the following transactions with Merrill Lynch brokerage accounts linked to your debit card (see Section 19 for additional details):

- Make deposits to your linked brokerage accounts;
- Withdraw funds from your linked brokerage accounts;
- Obtain balance information about your linked brokerage accounts;
- Transfer funds between your linked brokerage accounts (not available for International CMA<sup>®</sup> Accounts); and
- Transfer funds between your linked brokerage accounts and your deposit accounts (not available for International CMA<sup>®</sup> Accounts).

To the extent any of the above transactions involves the Merrill Lynch Margin Lending Program, such transactions shall be governed exclusively by the *Brokerage Account Agreement* (as defined in Section 19).

**b. Non-Bank of America ATMs.** A non-Bank of America ATM is an ATM that does not prominently display the Bank of America name and logo on the ATM. These ATMs may be owned by us, by one of our affiliates or by someone else. You may use your Card at non-Bank of America ATMs to perform the following transactions with the primary Bank of America deposit accounts linked to your Card:

- Withdraw funds from your linked primary deposit accounts;
- Transfer funds between your linked primary deposit accounts; and
- Obtain balance information about your linked primary deposit accounts.

You may access only one checking and one savings account at non-Bank of America ATMs. If you have more than one deposit account linked to your Card, we will automatically select primary accounts for you unless you tell us which account you want to use for this service. You cannot use your Card at non-Bank of America ATMs to access Merrill Lynch brokerage account(s) linked to your Card.

#### c. Limitations on some ATM transactions.

**Withdrawals.** We may decline your request to make a withdrawal if your available account balance, including your overdraft protection coverage, if any, is not sufficient to cover the transaction. If you want us to authorize and pay an overdraft on your ATM withdrawal at a Bank of America ATM, you can agree to the overdraft on the ATM screen at the time of the withdrawal. Your consent applies only to that withdrawal. The ability to overdraft at the ATM is not available with SafeBalance Banking accounts.

**Deposits.** You may deposit paper currency and checks at most Bank of America ATMs. You may not deposit coins or other items. Some Bank of America ATMs do not accept deposits. If the ATM will not accept your deposit, please call us at the number listed on your statement or see a teller at one of our banking centers for assistance. When you make a deposit

at a Bank of America ATM, only a portion of the amount may be immediately available for withdrawal or other use. The remaining funds are generally available the next business day. In some cases we may delay the availability of funds that you deposit by check. Please refer to the Deposit Agreement for additional information regarding availability of funds. Immediate credit is not given for deposits to business accounts.

**Balance information.** The information about your account balance that you receive at an ATM is usually the balance as of the beginning of the day on the calendar date shown. The balance may not reflect transactions that post to your account during the calendar date shown.

#### d. Bank of America ATM with Teller Assist<sup>®</sup>

Selected Bank of America ATMs provide you with the option to connect to a teller using real time video during expanded business hours beyond when banking centers are generally open. Specific hours of availability are shown at ATMs with Teller Assist<sup>®</sup>. You can also choose to use standard ATM functionality when Teller Assist is not available. ATMs with Teller Assist permit you to perform an expanded list of transactions including:

- Deposits to your checking or savings account and receive cash back
- Deposits to the checking or savings account of other Bank of America customers
- Split deposits between up to two of your checking and savings accounts
- Payments to your credit card or loan account or the credit card or loan account of other Bank of America customers
- Cashing a check for the exact amount, including the receipt of coins
- Transferring funds between your checking and savings accounts

Please note that transactions involving Merrill Lynch brokerage accounts are only available when using the standard ATM functionality.

#### 4. Point of Sale Purchases with Your Card

You may use your Card to pay for goods and services and to receive cash back from the transaction at retail locations that accept Cards. The merchant may limit the amount of cash back. You may use your debit card to obtain cash at financial institutions. The merchant or financial institution may charge a fee for these transactions. We are not liable if a merchant or financial institution does not accept your Card or Card number each time you use your Card to purchase goods or services or to obtain cash at a merchant or financial institution; you authorize us to deduct the amount of the transaction, including any fees, from your deposit account. Even if the merchant's terminal allows you to choose debit or credit, the amount of the transaction is deducted from your deposit account. It is not a credit transaction and your Card is not a credit card.

**a. Eligible accounts.** To use this purchase service, you must have a checking account, linked to your debit card. You may not use this purchase service with savings or money market savings accounts.

**b. Holds.** When we approve a request from a merchant or other financial institution to authorize a transaction you conduct with your Card, we may place a hold on the funds. The hold reduces the available balance in your account by the amount stated in the request. Because the hold reduces the available balance in your account, your remaining available balance must be sufficient to cover checks and other items that post to your account (such as in-person and ATM withdrawals, electronic funds transfers, and other debits) or you may incur fees for overdrafts or items we decline or return unpaid. Please refer to the Personal Schedule of Fees for your account for more details on applicable fees. In most cases the hold expires when the transaction posts to your account or three business days after the request, whichever occurs first. When the hold expires, the amount being held is added to or subtracted from your available balance. The amount is not applied to a specific transaction. Please note that placing these holds reduces the available balance in your account and removing these holds either increases or decreases the available balance in your account. We occasionally decide not to place a hold and usually do not place a hold if we believe the requested amount is an estimate. As an example, some merchants may request an authorization for the amount that they estimate you will spend. This estimated amount is likely to be different (either more or less) than the actual transaction amount. If we do place a hold, however, please note that the hold may impact your available balance by an amount either more or less than you expected until the transaction posts. We are not responsible for damages or losses of any type, including wrongful dishonor, for any transaction that is not authorized or that is returned unpaid because of a hold.

**c. Refunds, stop payments and merchant disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a merchant gives you a refund for a purchase made using your Card, the refund is credited back to your account and will appear on your next statement. You may not place a stop payment on a purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods and services you purchase using your Card, we are not liable to you or responsible for any damages or losses that result from the merchant's misrepresentation.

**d. Recurring preauthorized payments.** Recurring preauthorized payments occur when you authorize a merchant to automatically initiate a payment using your debit card on a recurring basis. If we issue a new Card with a different number to you, we may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized payment.

**Stopping payment.** To stop payment on a recurring preauthorized payment or to notify us that your authorization is no longer valid call or write us using the telephone number and address listed in Section 18 below in time for us to receive your request at least three (3) business days before the next payment is scheduled to be made. If we get your request to stop payment less than three (3) business days before the payment date, we may not be able to stop the payment. If you call, we may also require you to provide us with your request in writing within 14 days after you call.

You must tell us the exact amount of the payment you want stopped, as well as other identifying information that we request. If you want to revoke authority for all future preauthorized payments from a particular merchant, or if your Card or the account to which it is linked is closed, you should contact the merchant and tell the merchant to cancel the recurring preauthorized payment. We may require you to provide us with a copy of your written notice of revocation to the merchant. If we require written confirmation of your revocation and do not receive it, we may remove the stop payment order after 14 days. We may charge you a fee for each stop payment request and each renewal of that request. If you request us to stop payment and have provided us with the information we require within the above time periods and we fail to stop payment, we will be liable for your damages directly caused by our failure to stop payment.

**Notice of varying amounts.** If these recurring preauthorized payments vary in amount, the merchant you authorized to initiate the payments is required to send you written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. You also have the option to receive notice only when a transfer falls outside of a specific range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

**e. Merchant acceptance of your Card.** We have no liability or responsibility if, for any reason, your Card is not honored for all or part of a transaction at any establishment or the merchant fails to abide by the applicable network rules and regulations when accepting your Card.

#### 5. Foreign Transactions

If you use your debit card to purchase goods or services in a foreign currency or in U.S. dollars with a foreign merchant (a "Foreign Transaction"), we will assess an International Transaction Fee. Please note that Foreign Transactions include U.S. internet transactions made in the U.S. but with a foreign merchant. If the Foreign Transaction is made in U.S. dollars, the International Transaction Fee will be 3% of that U.S. dollar amount. If the Foreign Transaction is made in a foreign currency, Visa<sup>®</sup> or MasterCard<sup>®</sup> will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount. If you use your Card to obtain foreign currency from an ATM, Visa<sup>®</sup> or MasterCard<sup>®</sup> will convert the transaction into a U.S. dollar amount, and the International Transaction Fee will be 3% of that converted U.S. dollar amount; other ATM fees may apply per your Schedule of Fees. Please note that if you are a personal account holder and a U.S. Trust, Bank of America Private Wealth Management Client, Merrill Lynch Wealth Management Client who maintains a certain asset level, or maintains Associate status, we will not assess the International Transaction Fee, but we will do so if you no longer maintain that status. The currency conversion rate used by Visa<sup>®</sup> will be either (1) a rate selected by Visa<sup>®</sup> from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa<sup>®</sup> receives, or (2) a government-mandated rate in effect for the central processing date. The currency conversion rate used by MasterCard<sup>®</sup> will be either (1) a wholesale market rate selected by MasterCard<sup>®</sup>, or (2) a government-mandated rate. The rate used by Visa<sup>®</sup> or MasterCard<sup>®</sup> on the processing date may differ from the rate on the date of your transaction.

#### 6. Dollar Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day – a cash limit and a purchase limit. These limits are listed in the Schedule of Dollar Limits on Transactions. The limits are based on your relationship with us and the type of Card you have with us. In addition, we may establish higher or lower limits upon your request.

Unless we have established another limit for you, your limit is that set forth in the Schedule of Dollar Limits on Transactions. If we agree to establish a higher or lower limit for a temporary period, your limit will return to the limit set forth in the Schedule of Dollar Limits on Transactions (or other agreed limit) when the temporary period expires. We may issue authorizations, and permit withdrawals and purchases, in excess of your daily limits. We may decline any transaction if you do not have enough available funds in your account, including your overdraft protection coverage, if any, to cover the transaction or we may complete the transaction and overdraft your account. We may decline any transaction if it appears to us to be suspicious or high risk.

**Cash limit.** For all cardholders the cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your Card. Cash back you limit also includes (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

**Purchase limit.** The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit.

For security purposes, we may place other restrictions on the purchase limit from time to time.

#### 7. Overdrafts and Unposted Transactions

When you do not have enough available funds in your account, including overdraft protection coverage, if any, to cover everyday non-recurring debit card purchases or ATM withdrawals, we will decline the transaction and you will not be subject to overdraft fees. For checks, ACH, recurring debit card transactions and online bill payments, we may decline or return the transaction unpaid or we may complete it and overdraft your account. The Schedule of Fees for your account which is a part of and was provided with, the Deposit Agreement and Disclosures, explains when we charge you a fee for overdrafts and declined or returned items and the dollar amount of each fee. Please review the Schedule

of Fees carefully. If use of your Card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft. If you participate in an overdraft protection program, a transfer to cover an overdraft created by using your Card is subject to the terms of the agreement for that program. If your deposit account is closed, leaving outstanding but unposted transactions originated by using the Card, we may reopen your deposit account and post these transactions to your deposit account. You agree to immediately repay us the amount of these outstanding transactions.

#### 8. Documentation of Transfers

**ATM transfers.** You can get a receipt at the time you make any transfer to or from your accounts using an ATM. However, this receipt is not final since each transaction is subject to verification by us. If the receipt and our records conflict, our records will govern.

**Purchase service.** When you make a purchase or cash back withdrawal, the merchant or financial institution usually gives you a receipt.

**Deposit account statements.** We send you a monthly deposit account statement unless there are no transfers in a particular month. In any case, we send you a statement at least every three (3) months. Your deposit account statement lists each transaction and the date it was posted to your account. The date the transaction posts to your account may be different from the date on your receipt, which shows the day you conducted the transaction. If you think your deposit account statement or ATM receipt is wrong or if you need more information about a transaction, call us or write us at the number or address listed in Section 18 of this Card Agreement.

#### 9. Business Days

Our business days are Monday through Friday, excluding federal holidays. Please note that we may switch from one business day to the next business day before the end of the calendar day.

#### 10. Electronic Banking Fees

We charge fees for electronic banking services to your deposit account. The ATM fees are listed in the Schedule of Fees for your account which is part of and was provided with your Deposit Agreement and Disclosures. For other fees that apply, please refer to the Schedule of Fees for your account and the Deposit Agreement and Disclosures. We may also charge you a handling fee if you request a special service.

**a. Transactions at Bank of America ATMs.** There are no ATM fees to make withdrawals, deposits, payments, transfers or balance inquiries using your Card at Bank of America ATMs.

**b. Transactions at Non-Bank of America ATMs.** We charge you a fee for each withdrawal, transfer and inquiry you make with your Card at non-Bank of America ATMs. For details, see the Schedule of Fees for your account which is a part of and was provided with, the Deposit Agreement and Disclosures. When you use a non-Bank of America ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a full transaction.

**c. Other Electronic Banking Fees.** A fee applies when you authorize another financial institution to use your debit card or debit card number to conduct a transaction (such as a withdrawal, transfer or payment) and the other financial institution processes the transaction as a cash disbursement. For money market savings accounts (Money Market Savings and Cash Maximizer accounts), we charge an Excess Transaction Fee for each transaction – including electronic transactions – that exceeds the number of limited transactions you may make each statement period. For savings accounts, if your minimum balance falls below the minimum balance requirement during the month we may charge an excess withdrawal fee for each withdrawal you make (including withdrawals made by electronic debit) during the month in excess of the specified limit. We charge a stop payment fee for each request to stop payment on a transfer. For details, please see the Schedule of Fees for your account which is a part of and was provided with, your Deposit Agreement. When you use your Card for a purchase transaction, the merchant may assess a fee. These fees are normally disclosed at the ATM or merchant's location and may be included in the transaction amount that appears on your account statement.

#### 11. Disclosing Information to Third Parties

Our privacy policy for consumers is described in our brochure *U.S. Consumer Privacy Notice*. We provide our privacy policy brochure to consumers who open a personal account with us when they open an account and annually thereafter while the account is active. Our privacy policy brochure describes our general policy on handling customer information and describes the situations when we may disclose information, including some examples.

#### 12. Electronic Fund Transfer Rights

**a. Error Resolution.** In case of errors or questions about your electronic transfers, call us at the number or write us at the address, listed in Section 18 below. Call or write as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred;
- Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If