



ONLINE AND MOBILE FINANCIAL SERVICES AGREEMENT

February 2018

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INTRODUCTION

The Online and Mobile Financial Services Agreement (“**Agreement**”) governs the use of all online and mobile banking/investing services (“**Online Service(s)**”) available on a computer through a traditional internet connection at www.usbank.com, on a mobile device through a mobile browser, or through our mobile application(s) available on Android or iOS. There may be additional Online Services that are not specifically described in this Agreement and we reserve the right to add or eliminate Online Services. Finally, the availability of select Online Services may be limited by your access method or access device.

This Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in Online Services, you agree to the most recent version of this Agreement, which is always available to you online and within the mobile application(s). You may withdraw your consent at any time by contacting us at a number listed at the end of this Agreement and discontinuing your use of Online Services.

This Agreement contains terms and conditions that apply to your use of the various Online Services and is in addition to other agreements and disclosures that apply to your account(s). For example, when you access your deposit account online, the terms and conditions of your deposit account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address Online Services, this Agreement will control in resolving those inconsistencies.

If you have any questions, please call us. **Our most commonly used phone numbers are printed at the end of this Agreement.**

DEFINITIONS

The following definitions apply in this Agreement:

- The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”), U.S. Bancorp Investments, Inc. (“U.S. Bancorp Investments”),** and respective affiliates, successors, and assigns.
- The words “**you**” and “**your**” mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by this Agreement. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “**Business Account**” means any account established for purposes other than personal, family, or household use. For example, an account established by a sole proprietor, a corporation, a partnership, a limited liability company, or any other business entity. “Business Account” does not include Wealth Management Accounts as defined below.
- “**Business Days**” include Monday through Friday. The Federal Reserve Bank holidays are not Business Days.
- “**Consumer**” means a natural person, and does not include a corporation, limited liability company, or other entity.
- “**Consumer Account**” means any means a demand deposit (checking), savings, or other consumer asset account (including Private Banking accounts) established primarily for personal, family, or household purposes. “Consumer Account” does not include the Wealth Management Accounts defined below.
- “**External Account**” means a Consumer or Business deposit account (i.e. checking or savings) held at a domestic (United States) financial institution other than U.S. Bank.
- “**Brokerage Account**” means an eligible U.S. Bancorp Investments account. U.S. Bancorp Investments is a federally registered investment adviser, federally registered broker-dealer, and member of FINRA and SIPC. U.S. Bancorp Investments is a subsidiary of U.S. Bancorp and an affiliate of U.S. Bank. Investment products and services are: Not a Deposit • Not FDIC Insured • May Lose Value • No Bank Guarantee • Not insured by any Federal Government Agency.

Note that some Online Services may not be available for use with Brokerage Accounts.

- “**Wealth Management Account**” means any U.S. Bank agency, custody, trust or IRA account that is eligible for online access for Ascent Private Capital Management, Private Wealth Management, or Wealth Management customers.

Note that some Online Services may not be available for use with certain types of Wealth Management Accounts.

- “**Service Providers**” means any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

GETTING STARTED

ELIGIBILITY

To access Online Services, you must:

- Be a U.S. Bank or U.S. Bancorp Investments customer with one of the following types of accounts:
 - A Consumer Account with a check/ATM card
 - A Business Account with a check/ATM card
 - A consumer loan or line of credit
 - A consumer or small business credit card
 - A Brokerage Account
 - A Wealth Management Account.
- Establish and maintain valid log-in credentials (including a personal ID and password) for Online Services; and
- Maintain a valid email address;

Use of certain Online Services may require additional accounts or other eligibility requirements described herein.

ACCOUNT LIMITATIONS

Federal Regulation D limits certain types of withdrawals and transfers made from a **savings** or **money market** account to a combined total of six per account cycle. This includes withdrawals made by check or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online, through a mobile device, bill pay, wire, and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the Consumer Pricing Information and Business Pricing Information brochure for your deposit account). Withdrawals and transfers made in person at a U.S. Bank branch or at an ATM are not included in the limit of six per account cycle.

PROVIDING PERSONAL INFORMATION

Your enrollment in Online Services may not be fulfilled if we cannot verify your identity; you agree to provide current and complete information about yourself and you agree not to misrepresent your identity. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made online or by calling us at a number listed at the end of this Agreement. **If you have a Brokerage Account or Wealth Management Account, you must also contact your financial advisor or account/relationship manager to communicate any changes to your contact information.** We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

You authorize your wireless operator (AT&T, Sprint, T-Mobile®, US Cellular®, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity, and to compare information you have provided to us with your wireless operator account profile information for the duration of our relationship. See our Privacy Pledge for more information of how we treat your data.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile services provider.

You have the ability to update your contact information and manage your communication preferences at any time by visiting us at a branch, logging in to your account online at www.usbank.com, or by calling us at a number at the end of this Agreement. Please see your account Privacy Pledge (available online, in a branch, or within the application) to learn more about how we use and share your information.

CONSENT TO RECEIVING TEXT MESSAGES AND OTHER COMMUNICATIONS

You will need to register your mobile device before we are able to send you text messages for the Online Services that use text messaging (i.e., U.S. Bank Account Alerts and U.S. Bank Send Money). When you register your mobile number for use with Online Services, we will send you a four-character confirmation code that you will need to enter to complete your registration.

By registering your cellular phone number for text based services, you expressly consent to receiving text messages related to any of the Online Services that use such functionality. **Message and data rates may apply and you are responsible for any such charges.** Message frequency depends on your account settings and the frequency of use of services such as U.S. Bank Send Money. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of your registered device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, you may send a text message with the word “HELP” to this number: 872265. To stop receiving text messages on your mobile phone, text “STOP” to this number: 872265. For additional assistance, you may also contact us at a number at the end of this agreement

The text messaging features of Online Services are available on all major U.S. carriers (AT&T, Verizon Wireless, T Mobile®, Sprint, Metro PCS, U.S. Cellular®, and Cincinnati Bell). Text messages may be delayed (or not delivered) if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, that your wireless carrier does not guarantee that alerts will be delivered, and that wireless carriers are not liable for delayed or undelivered messages.

When using certain Online Services, you may receive co-branded communications from us and/or a Service Provider regarding that specific service. You may also receive co-branded communication if action is needed from you to continue service or if there is a change to your account.

PRIVACY & CONFIDENTIALITY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using Online Services will be governed by the provisions of the U.S. Bank and U.S. Bancorp Investments Privacy Pledge (collectively “**Privacy Pledge**”), including the Consumer Privacy Pledge and the Online Privacy and Security Policy, which are available online, on the mobile application, or by calling a number at the end of this Agreement. Personal information about you, and the transactions you make, will be used for the purpose of engaging in Online Services as well as for internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). For most accounts, unless you exercise the option to prohibit sharing information within the U.S. Bancorp family or with our financial partners as described in our Privacy Pledge, personal information about you may be used to determine your eligibility for financial products and services that may be offered by us, our affiliates, and financial partners. We may also disclose information to third parties about your account or the transactions you make in accordance with the law as outlined in the Privacy Pledge.

Monitoring and Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us (or our Service Providers) for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Location Based Information

If you use any location-based feature of any of the Online Services (such as Mobile Location Confirmation or our ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the application or service. You may turn off location based features at any time through the settings of your mobile device. Please note that if you disable location based services, some features of may not work until you re-enable location services for the U.S. Bank app.

Mobile Location Confirmation Service

The Mobile Location Confirmation service (“MLC”) helps to reduce the likelihood that U.S. Bank will mistakenly decline a credit card transaction when you are transacting outside your normal purchasing areas. MLC uses location updates sent by your mobile device to help U.S. Bank determine if you are in the same location as where the card transaction is being processed. **You may opt-out of using MLC at any time by disabling location based services for the U.S. Bank Mobile App. If you disable location based services, other features that use your location (such as our ATM locator) will also be disabled.**

MLC is exclusive to your U.S. Bank branded Visa credit card(s) and all of your U.S. Bank branded Visa credit cards are automatically enrolled in MLC. If your U.S. Bank branded Visa credit card is lost, stolen, or expires, we will automatically enroll the replacement card in MLC.

Location Updates – When you enable location based services on your mobile device, you agree to allow your mobile device to automatically send location updates. Each location update contains a unique device identifier, a timestamp, the event that triggered the location update such as a cell tower change or connection to a Wi-Fi network, and a latitude and longitude which represents the approximate location of your mobile device. This approximate location may be derived from the location of the cell phone tower to which your device is connected, the locations of Wi-Fi networks in the area of your device, or the location of your device. On occasion, if you have GPS turned on, your device's GPS coordinates may be sent. Location updates sent from your device will not distinguish whether the location sent was of a cell tower, Wi-Fi connection point, or an individual device. The location updates are sent to U.S. Bank and to one or more Service Providers (such as Visa) who help to provide MLC and are contractually obligated to follow U.S. Bank's policies.

Frequency – Your device may send a location update each time your mobile device either switches from one cell tower to another or connects to a Wi-Fi network. To reduce the number of location updates sent from the device, the application automatically filters out certain updates. Which updates are filtered depends on the movement of the device, the amount of time since the last location update, and whether or not a "Home Area" has been established for the device.

Home Area – The "Home Area" is a circular region with a 50 mile radius centered around where your mobile device is most commonly located. As long as your device remains within the Home Area, location updates will generally be sent no more than once every 24 hours. If your Home Area is not yet defined, if your Home Area is being re-validated, or if your device is outside of the Home Area, location updates will be sent more frequently, particularly when the device is in transit. Your Home Area will be re-validated once every 6 months or if you do not return to your previously defined Home Area after more than 30 days. If you turn off location based services, your Home Area will be purged. If you later turn location based services back on, it will be necessary to re-establish a Home Area. If your mobile device is most typically located less than 50 miles from a national border, your Home Area will have a radius of less than 50 miles, with the radius equaling the distance to the national border.

Limited Use of Data – U.S. Bank and its Service Providers will use location update data for fraud screening and to improve fraud screening services. We will not share personally identifiable location update data with any third party without your consent, except to comply with court orders, valid legal process such as a warrant or subpoena, and other legal requirements.

Data Storage and Retention – We, and the Service Providers we may engage, may store and process personal information in different countries from where you reside, including in the United States. Please note that these countries may have different laws and requirements about privacy and data use than where you live. U.S. Bank and its Service Providers will retain location update data for a maximum of 18 months, except as required to comply with court orders, valid legal process such as a warrant or subpoena, or other legal requirements.

Changes to MLC – U.S. Bank may, in its discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of MLC, temporarily or permanently, including the availability of any service, at any time with or without notice to you. You agree that U.S. Bank and its Service Providers shall not be liable to you or to any third party as a result of taking any of these actions.

FEES AND CHARGES

There may be additional fees and charges for select Online Services; these fees are described within the user interface (online or within the mobile application), on our website, and in the Online and Mobile Financial Services Fee Guide. Fees and charges may be changed in our sole discretion and you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees and charges associated with Online Services and authorize us to deduct the calculated amount from your U.S. Bank account(s).

Any existing fees and charges associated with your U.S. Bank and U.S. Bancorp Investments account(s) will continue to apply.

You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.

MOBILE APPLICATION LICENSE

You may access various Online Services on a mobile device through our collection of mobile financial services applications (U.S. Bank, U.S. Bancorp Investments, or U.S. Bank Trust and Investments) available on Android or iOS. Each application offers specific Online Services (described more specifically throughout this Agreement) and we reserve the right to modify the scope of Online Services available on our mobile applications at any time. You agree that some Online Services may not be accessible or may have limited utility when accessed from a mobile application.

Subject to your compliance with this Agreement, you are hereby granted a personal limited license ("License") to download, install and use our mobile application(s) ("App(s)") on your mobile device.

This License shall be deemed revoked immediately upon:

- The termination of your enrollment in Online Services in accordance with this Agreement;
- Your deletion of the respective App(s) from your mobile device;
- Your noncompliance with this Agreement; or

- Written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the App(s) from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the App(s) (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the App(s), receiving or sending text messages, or other use of your mobile device when using the App(s)), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile network which you utilize to access the App(s).

ONLINE AND MOBILE SECURITY

Information you provide in connection with Online Services will be stored on secure servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is dependent on your responsible behavior in protecting your Log-in Credentials and controlling access to the devices that you use to access Online Services. For the purposes of this Agreement, “**Log-in Credentials**” means your personal ID, password, and any other unique biometric attribute (such as voice print or fingerprint) used to access Online Services.

PROTECTING YOUR LOG-IN CREDENTIALS

As a U.S. Bank or U.S. Bancorp Investments customer engaging in Online Services, you have chosen Log-in Credentials which allows you to access Online Services. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint scanner) on your mobile device to authenticate your identity and gain access to Online Services. If you choose to activate a biometric feature, it is your responsibility to control access to Online Services just as you would with your personal ID and password. You acknowledge that any person who has a biometric feature stored in your device may be able to access Online Services.

You are responsible for keeping your Log-in Credentials confidential and you are responsible for ensuring that you have logged out when your online session is complete to prevent unauthorized persons from using Online Services.

If you give any other person or entity access to your Log-in Credentials, or any device you use to access Online Services, you agree that each such person or entity will be acting as your “Agent” and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing your third party relationships and any arrangements between you and an Agent are strictly between you and the other party. We will rely and act on all instructions received using your Log-in Credentials and we are not liable to you if your Agent exceeds the scope of authority granted. Any transaction performed by your Agent using your Log-in Credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this Agreement, in which case we may need to block online and mobile access to your account until we issue new Log-in Credentials.

You agree that any transaction that would otherwise require two or more signatures will not apply to Online Services.

Contact us at a number listed at the end of this Agreement if:

- You would like to change, disable, or revoke your password; or
- You believe that your password or other means to access Online Services has been lost or stolen; or
- You believe that someone may attempt to use Online Services without your consent or has transferred money without your permission.

REPORTING UNAUTHORIZED TRANSACTIONS

If you believe that an unauthorized transaction has been made from your account you must immediately contact your account/relationship manager or our Fraud Liaison Center. You may also notify us in writing, or by visiting a branch; our contact information is listed at the end of this Agreement. Contacting us right away will help you reduce possible losses.

Consumer Accounts

You will not be liable for unauthorized transactions or transfers involving your Consumer Accounts as long as you report any unauthorized transactions within sixty (60) days of when we first deliver a statement to you that discloses an unauthorized transaction. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion, extend the period.

Business and Brokerage Accounts

We may process any instructions which are submitted using your online credentials and such instructions are effective even if not transmitted or authorized by you. You agree to maintain appropriate accounting and auditing procedures to protect your Business and Brokerage Accounts from intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information made available to you and to report all unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions as long as you report any unauthorized transactions within 24 hours from the posting of the alleged unauthorized transaction.

Wealth Management Accounts

If you believe that an unauthorized transaction has been made from your Wealth Management Account you should immediately contact your account/relationship manager.

Prepaid and Credit Card Accounts

You are protected from unauthorized transactions as outlined in your cardmember agreement. If you believe that an unauthorized transaction has been made on your prepaid or credit card, you should immediately call the number on the back of your card.

ERROR RESOLUTION

Consumer Accounts

In case of errors or questions about Consumer Account transactions related to any Online Service (including transfers that involve a Consumer Account), please contact us as soon as possible by calling, writing, or visiting a branch; our contact information is listed at the end of this Agreement.

If you think your statement or transaction history is incorrect or you need more information about any Online Service transaction listed in your deposit statement or transaction history, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible 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 ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we may take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time that it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your question and we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (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 documents used in our investigation.

Prepaid, Credit Card, Business, Brokerage, and Wealth Management Accounts

In case of errors or questions about any prepaid, credit card, Business, Brokerage, or Wealth Management Account transactions related to any Online Service, please contact your account/relationship manager or call the number on the back of your card as soon as possible. You may also report errors by calling, writing, or visiting a branch; our contact information is listed at the end of this Agreement.

STOP PAYMENT REQUESTS

In using Online Services to make payments, YOU MAY ONLY STOP SUCH PAYMENTS AS PROVIDED IN THIS AGREEMENT. We are entitled to a reasonable period to act upon any stop payment request and may not have an opportunity to act on any stop payment request after a payment has been processed. The charge for each stop payment request will be the current charge for such service as set out in the Consumer Pricing Information Brochure. Our ability to process a stop payment request will depend on the payment method and whether or not final payment has been made.

Electronic Payments

If your payment is made electronically, you have NO RIGHT TO STOP PAYMENT. (If the payment has not yet begun processing, you may be able to cancel the payment by logging in to your account or by calling us at a number at the end of this Agreement.)

Paper Payments

If the payment is made by a paper check issued on your behalf, **and the paper check is still outstanding**, it may be possible to stop the payment of this item by calling us at a number listed at the end of this Agreement.

If the payment is made by a paper check issued on your behalf, **and we have already paid the check**, then it is not possible to stop the payment of the item.

Preauthorized Payments

To stop a preauthorized recurring payment or transfer, either edit your payment instructions (online or on the mobile app), or call us at a number listed at the end of this Agreement. You must call in time for us to receive your request and to be able to act upon it, which in the case of preauthorized recurring payments, is at least three Business Days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

If you order us to stop a preauthorized recurring payment at least 3 Business Days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

ACCOUNT MANAGEMENT

All of your eligible accounts are automatically associated with your online profile and will appear on the account summary screen. You may access additional account information (such as transactional history) for these accounts by clicking on the account from the account summary screen.

The account information listed on the account summary screen is not a substitute for your official periodic account statement or other correspondence you may receive from U.S. Bank or U.S. Bancorp Investments. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically in accordance with your account preferences.

SHARED ACCESS

Wealth Management and Brokerage Account customers may provide a third party with limited access to eligible account(s) by adding that third party as a **“Shared Access User.”** You may add one or more Shared Access Users to each eligible account(s) and you will assign a role (defined below) to each Shared Access User. The Shared Access User will use his or her separate Log-in Credentials to access the account information you specify in accordance with the role you assign.

You are solely responsible for managing the access you provide to a Shared Access User and we are not responsible for any losses you or others may incur if your Shared Access User exceeds the authority granted by you or if you fail to revoke access to a Shared Access User. You agree to indemnify us and hold us harmless for any loss or damage you or others incur as a result of the actions of your Shared Access User.

The terms of this entire Agreement apply equally to you and your Shared Access User.

Shared Access User Roles

View Only – your Shared Access User will have limited access to your accounts and will only be able to view the account information and select documents for the accounts you specify. A Shared Access User with View Only access will not be able to conduct transactions on your account(s).

Adding or Removing a Shared Access User

You may add a Shared Access User to the eligible account(s) at any time by enrolling in the Shared Access service, and following the instructions on the Shared Access dashboard to add a Shared Access User. To add a Shared Access User to your account, you will need to have the Shared Access User’s full name, his or her ZIP code, and the personal ID your Shared Access User uses to access Online Services. The Shared Access User(s) you add to your account will have the option to accept or decline the Shared Access User assignment. Once a Shared Access User accepts a Shared Access invitation, any assigned accounts will automatically appear on the Shared Access User’s account summary screen in the Shared Access section.

You may remove a Shared Access User at any time by logging in to Online Services and selecting “Remove User” within the Shared Access dashboard.

We reserve the right to remove a Shared Access User from your account(s) at any time and for any reason without further notice to you.

Notifications

The Shared Access User will receive a notification of the Shared Access assignment (and any changes to the Shared Access User role) in accordance with his or her notification preferences. If a Shared Access User declines to accept your assigned role, you will see a designation within the Shared Access service indicating that the Shared Access User declined the assignment.

Managing a Shared Access User

You are responsible for the actions of your Shared Access User, regardless of whether those actions exceed the authority given by you, or whether the Shared Access User is formally nominated by all the owners or less than all the owners of the account(s). You understand and agree that we have no duty or responsibility to monitor the acts of your Shared Access User or ensure that the acts of your Shared Access User are for your benefit.

The Shared Access User you nominate is not required to accept your assignment and may terminate the assignment at any time. Even if a Shared Access User accepts your assignment, we impose no duty or requirement for the Shared Access User to take any further action on your account(s). Any separate agreement, or required duty to act, is solely between you and your Shared Access User; we are not responsible for managing or enforcing any such agreement between you and your appointed Shared Access User.

The authority of your Shared Access User is based on the role you assign. Any additional limitations you place on your Shared Access User, even if we have express written notice of those limitations, are exclusively between you and your Shared Access User.

Limitations

Eligibility – Shared Access enrollment is limited to customers with Wealth Management or Brokerage Accounts. Further, the Shared Access User you nominate must possess valid Log-in Credentials for Online Services.

Confidentiality – The Shared Access User you appoint is not exclusive to you. Other account owners may appoint the same Shared Access User for their respective accounts meaning that the Shared Access User may have access to your account information along with the account information of other customers. You are responsible for inquiring with your appointed Shared Access User as to whether he or she has access to other accounts, and any additional limitations you impose on the access and use of your account information are strictly between you and the Shared Access User.

Limited Authority – The Shared Access User you appoint, and the role you assign, is only applicable to the information and services that we make available online or through our mobile applications. **Appointing a Shared Access User under this Agreement does not extend to telephone banking or banking at a branch.**

Appointing a Shared Access User as described herein is separate from any other appointments or delegations you have made or will make in the future (i.e., agents under a power of attorney, a U.S. Bank written designation of agent, etc.), and the authority of a Shared Access User is subject to the authority of any other agent you appoint.

ACCOUNT AGGREGATION SERVICES

Account aggregation services allow you to view certain information about your accounts held at other financial institutions. These services make it easy for you, and/or your financial advisor, to manage your finances by allowing you to view your accounts in one place.

Content You Provide

You are licensing to us and our Service Providers any information, data, passwords, materials or other content (collectively, “**Content**”) provided through our account aggregation services. You agree that we may use, modify, display, distribute and create new material using such Content to provide various services to you. You further agree that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out above.

Linking Third Party Accounts

By using account aggregation services you authorize us to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **You acknowledge and agree that when we access and retrieve information from third party sites, we are acting as your agent and not the agent or on behalf of the third party.** You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that our account aggregation services are not endorsed or sponsored by any third party account providers accessible through the service.

No warranties

You expressly understand and agree that your use of account aggregation services and all information, products and other content (including that of third parties) included in or accessible from our account aggregation services is at your sole risk. Our account aggregation services are provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind as to the service and all information, products and other content (including that of third parties) included in or accessible from our account aggregation services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We make no warranty that (I) our account aggregation services will meet your requirements, (II) the account aggregation services will be uninterrupted, timely, secure, or error-free, (III) the results that may be obtained from the use of our account aggregation services will be accurate or reliable, (IV) the quality of any products, services, information, or other material purchased or obtained by you through account aggregation services will meet your expectations, or (v) any errors in the technology will be corrected.

Indemnification

You agree to protect and fully compensate us and our affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of any account aggregation service, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Limitations

Some third-parties may limit (or block) account aggregation services. You are responsible for understanding whether such limitations exist and how these limitations may impact your ability to link accounts held with these third-parties. We are not liable for errors that may result from limitations imposed by third parties.

Account aggregation services are only available for select types of accounts.

Third-Party Aggregation Services

Some third-party companies offer aggregation services that allow you to consolidate your financial account information from a variety of sources so that you can view your various accounts at a single online location. These aggregator services may require you to provide personal identification information including specific account information and your Log-in Credentials. By providing your Log-in credentials to an aggregation service you authorize that aggregation service to access your account which may include initiating transfers to or from your account. Please use caution when providing personal information and Log-in credentials to aggregation services and you should read and understand the aggregator's privacy and security policies before sharing any personal information with the aggregation service.

Any use of a third party aggregator site is at your own risk. If you elect to provide your Log-in Credentials or other information about your accounts to an aggregation service (or other third party), you are responsible for the use of your account or the disclosure of any personal information by the aggregation service (or other third party). Please see the section titled "Online and Mobile Security" for more information on safeguarding your Log-in Credentials. Should you decide to revoke any access you have given to an aggregation service, you must contact us at a number at the end of this agreement, in which case we may need to block online and mobile access to your account until we issue new Log-in Credentials.

DATA SYNCHRONIZATION

We make every effort to ensure that your use of any of the Online Services is synchronized between the various access methods. For example, if you make a payment using Pay Bills on your mobile device, that transaction should appear on your Pay Bills payment history when accessed from a computer. There are some rare instances, however, where the information available through the Online Services may be delayed or different from the information that is available within the various Online Services access methods or at a traditional branch location (and vice versa). Additionally, some information available at a branch location may not be immediately available via Online Services, or it may be described using different terminology. In the event of any discrepancies, the account information provided at a branch location controls. You agree that neither we nor our Service Providers will be liable for any errors or delays in the content provided through the Online Services, or for any actions taken in reliance thereon.

INSTANT BALANCE

Instant Balance is an optional feature that allows you to view the available balance of select account(s) without having to enter your password. For example, if you enable Instant Balance, you will be able to view your available balance from the welcome screen within the U.S. Bank Mobile App or allow a virtual assistant (such as Apple's Siri) to display (or read) your available balance without logging-in. Instant Balance is for informational purposes only, and you must completely log-in with your secure credentials before you are able to conduct any transactional activity. You must activate this feature before the Instant Balance will be displayed, and if you activate this feature, it is your sole responsibility to maintain proper security measures (such as a screen lock on your mobile device) to prevent unauthorized persons from retrieving your available balance information.

ELECTRONIC STATEMENTS AND NOTICES

You have the right to receive a paper statement for any account that you access electronically and you may elect to electronically access account statements and notices ("**eStatements**") as detailed below. Generally, the cycle time for your eStatements will be the same frequency as your paper statements. Your selected documents will be delivered to the "My Documents" section of your online session and will be presented in a format that you can view online, save to your computer, or print at your convenience. You (and any joint owner) will begin to build a seven year electronic document history that may be accessed at any time by visiting "My Documents."

If you add a joint account owner, the joint owner will be able to see statements from the time he or she becomes a joint owner, but any existing joint owner(s) (or any joint owner you later add) may be able gain access to information from prior to the time you added them to the account by searching for account history or specific transactions.

Once you enroll in the electronic presentment of any document, you may no longer receive paper versions of the selected documents unless you specifically request it. To request a paper copy of any disclosure, notice or other document, contact us at a number at the end of this Agreement. Copies of important account notices and tax statements will be mailed at no charge. Copies of previously issued account statements, copies of checks, or other account specific items may carry a fee (please see your Consumer and Business Pricing Information brochures or call us at a number at the end of this Agreement for more information).

Your Responsibility

As outlined in the ESIGN Consent Agreement, you are responsible for the hardware and software needed to use Online Services, including, but not limited to receiving and displaying eStatements. It is your responsibility to report any difficulty or failure to receive access, view, print, or save eStatements.

When you enroll in eStatements, you will be automatically enrolled in eStatement Availability Account Alerts. These alerts will be sent to the email address associated with your profile, and if requested, sent via text message to the number that you provide. You are responsible for contacting us with any changes to the email address or mobile number you have designated for purposes of receiving account alerts. Please see the "Account Alerts" section below for more information on managing Account Alerts.

By enrolling any account in eStatements, you agree that the notice of availability constitutes delivery of such eStatement for all purposes on the date of the notice. The statute of limitations regarding claims related to any items disclosed in a particular eStatement begins on the date we provide you notice that an eStatement is available. Any failure to actually access, view, print and/or save an eStatement will not impact the statute of limitations.

Tax Statements

By default, you will receive paper versions of your tax statements (i.e. 1099 INT statements) and you must separately enroll for the electronic delivery of tax statements for each eligible account. **Once you initiate electronic delivery of tax statements, you will continue to receive the selected documents electronically until you change your delivery preferences as described below.**

Account Statements and Notices

By default, you will receive paper versions of your account statements and notices and you must separately enroll for the electronic delivery of these documents for each account. Any account owner may enroll in eStatements for accounts in which he or she has an ownership interest. If an account has multiple owners, the registered account will no longer appear on any paper statement but it will be available to all owners who have online account access. If you are currently receiving information for multiple accounts on your paper statement, please be aware that you will now begin to receive a separate eStatement for each account that you register; summary information for CDs, loans, credit cards and lines of credit will no longer appear on your statement.

Consumer and Business Accounts – You will receive an account statement on a monthly basis unless there are no account transactions in a particular month. In any case, you will receive a statement at least quarterly for any account that you electronically access. Generally, this means that you will receive a monthly statement online for checking and money market accounts and a quarterly statement for standard savings accounts. **You understand and agree that by enrolling in eStatements for Consumer and Business Accounts, you will no longer receive a paper account statement by mail unless you specifically request it and the registered account will no longer appear on any combined paper statements.**

If you currently receive cancelled checks with your paper statements, you will receive one more paper statement with your cancelled checks before your account statement will be available for online viewing, at which time images of cancelled checks will be available for online viewing and will not be separately mailed to your address.

If you currently have duplicate statements mailed to yourself or to an interested party (i.e. a statement mailed to your accountant), mailing of the duplicate statement will be discontinued.

Consumer Loan, Lease and Home Equity Line of Credit accounts – Customers who are currently receiving paper statements are eligible to register these accounts for eStatements unless the account has been charged off, has been closed, is in bankruptcy, or has gone more than 60 days past due on any occasion. **Once you enroll in the electronic presentment of statements for these accounts, you will no longer receive paper versions of the selected documents unless you specifically request it.**

Small Business Loan and Line accounts – Each account will receive both a paper statement and an eStatement.

Consumer and Small Business Credit Cards, Credit Line, Premier Line, Premier Line Plus, and Investment Equity Line of Credit accounts – Each account will receive both a paper statement and an eStatement, unless you elect to receive only eStatements in which case you will no longer receive a paper statement.

Brokerage Accounts and Wealth Management Accounts – The account information listed on the account summary screen is not a substitute for your official periodic account statement. You will continue to receive paper statements according to the frequency established for your account unless you enroll in eStatements. **You understand and agree that by enrolling in eStatements for Brokerage Accounts and Wealth Management Accounts, you will no longer receive paper account statements by mail for enrolled accounts unless you specifically request them. You further understand that it is your responsibility to contact U.S. Bank with any changes to the email address or text message number you have designated for purposes of receiving relevant Account Alerts.** Additional terms specific to Brokerage Accounts and Wealth Management Accounts are found below, in the "Investment Account Access" section of this Agreement.

Managing Your Delivery Preferences

Your delivery preferences for eStatements and Notices may be managed by logging in to your profile, by calling us at a number at the end of this Agreement, or contacting us through the "email us" link within Online Services. Note that for electronic tax statements, you must

unsubscribe in writing by sending us a message through the “email us” link. If you opt-out of any electronically presented statement or notice, the next available statement or notice will be mailed to you at the address we have on file and the associated Account Alert (if any) will be discontinued. Statements and notices that were previously presented online will not be mailed to you. Any accounts that were previously combined on your paper statement will have to be re-combined by request at your local branch or by calling a number listed at the end of this Agreement. If you want to receive your cancelled checks along with your mailed statement, you must also reinstate this feature. Certain fees may apply for paper statements or cancelled checks.

You are responsible for downloading and saving your electronic documents for your own record keeping purposes. If you close an account, you will no longer have online access to the closed account or the associated electronic documents. Your final account statement will be produced on paper and mailed to you; you can always request a paper copy of any past statement by submitting a request within your online session or by calling us at a number at the end of this Agreement.

ACCOUNT ALERTS

You may establish Account Alerts for most of your accounts. All Account Alerts are sent via email or text message as designated by you and may be managed as described below. You are responsible for contacting us with any changes to the email address or text message number you have designated for purposes of receiving account alerts; see the section titled “Managing Your Alerts” below for more information. Message and data rates may apply and the message frequency depends on the account settings you select.

Establishing Alerts

Account Alerts are notifications and reminders related to your Consumer, Business, Brokerage, and Wealth Management Accounts. Some examples include: low balance alerts, account statement availability alerts, transactional alerts (such as withdrawals over a specified amount), and credit card payment alerts. You may choose which Account Alerts you would like to receive, the account(s) to which the Account Alerts will relate, and up to three electronic addresses (email address or mobile number) to which the Account Alerts will be sent. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Account Alerts.

Managing Your Alerts

You may manage your Account Alerts online or through “Self Service” on the U.S. Bank mobile app. In addition to permanently deleting an Account Alert, you may establish “Quiet Times” which will suppress alerts generated during the identified time, or you may deactivate an Account Alert by changing the status to “Inactive.” Deleted Account Alerts will not be removed from your list of Account Alerts. Alerts suppressed during the identified “Quiet Times” will be presented when the “Quiet Times” expire. Inactive Account Alerts will be maintained on your list of Account Alerts but will not be presented until the Account Alert status is changed to “Active.”

Delivery of Alerts

Account Alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that Account Alerts may not be sent on a “real time” basis, and may be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of Account Alerts.

Limitations of Account Alerts

Account Alerts are for informational purposes only and are not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

Account Alerts may be delayed (or not delivered) if your Access Device is not in range of a cellular, data, or internet connection, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond our control (or the control of your internet service provider or wireless carrier) may interfere with message delivery. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing Account Alerts or for any actions taken in reliance thereon.

Some Account Alerts may be automatically suppressed if we receive notice that you have filed for bankruptcy or if you have otherwise instructed us to cease and desist communication with you in relation to collection efforts on your account(s).

TRANSFER MONEY

You may transfer funds between your eligible Consumer, Business, or Brokerage Accounts (“**Internal Transfer**”); between eligible Consumer, Business, or Brokerage Accounts and an External Account (“**External Transfer**”). In most cases, you may transfer funds from accounts in which you have an unrestricted right to withdraw funds or borrow money.

Types of Transfers

Cash Advances – You may initiate a cash advance from any linked U.S. Bank credit product and transfer those funds to an eligible Consumer, Business, or verified External Accounts.

Funds Transfers – You may initiate a one-time, scheduled, or recurring transfer of funds between any of your associated eligible Consumer, Business, Brokerage, or verified External Accounts.

Prepaid Card Load – You may add funds to an eligible prepaid card by transferring funds from your linked Consumer Account to your linked prepaid card.

Fees and Charges

There may be additional fees and charges for making transfers between accounts. These fees are described within the user interface and in the Online and Mobile Financial Services Fee Guide. You agree to pay all such fees and charges associated with account transfers and authorize us to deduct the calculated amount from your U.S. Bank account(s).

Authorization

You authorize us to withdraw, debit, or charge the funds from your designated Consumer, Business, or Brokerage Account and/or External Account in order to complete all of your requested transfers. When you use Online Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature. Each transfer made from a credit account is treated as a cash advance from that account and is subject to the terms of your Credit Agreement.

Transfer Method

We reserve the right to select the method in which to complete an External Transfer. In most cases we will make the External Transfer using the ACH network.

Timing and Delivery

Internal Transfers and Prepaid Loads – Internal Transfers and prepaid loads initiated before the daily cutoff time are generally posted immediately. In some cases, Internal Transfers involving a Brokerage Account may be delayed up to three Business Days. The daily cutoff time varies based on the type of account; these cutoff times are described within the user interface and in the account agreement for that specific account.

External Transfers: Standard Delivery – Transfers initiated before 12:00 A.M. Central on a Business Day will begin processing immediately and the funds will be available in your designated External Account within three Business Days.

External Transfers: Next Day Delivery – Transactions initiated before 6:00 P.M. Central on a Business Day will begin processing immediately and the funds will be available in your designated External Account on the next Business Day. This delivery option is only available for select accounts.

All transfers initiated on a Business Day after the cut-off times listed above, or transfers initiated on a non-Business Day, will begin processing on the next available Business Day. In these instances, the date the transaction is processed will be considered the first Business Day and the funds will be available in accordance with the selected delivery method as calculated from this date.

Limitations of Transfers Between Accounts

Availability – External Transfers may only be used to transfer funds to or from other United States financial institutions.

Transaction Minimums – Internal cash advances require a minimum transfer amount of \$50. Prepaid loads and transfers between Consumer, Business, Brokerage, or verified External Accounts require a minimum transfer amount of \$5.

Transaction Limits – External Transfers have single transaction, daily aggregate and monthly aggregate transfer limits that may change based on how you use the service. These limits are displayed within the user interface each time you initiate a transfer.

Prepaid Load Limits – There is a daily transfer limit of \$1,000 and any transfer you initiate may not exceed the maximum balance allowed on your prepaid card; load attempts that exceed these limits will be rejected. Your maximum allowable balance is listed in your cardmember agreement; you may also obtain this information by calling the number on the back of your card.

We reserve the right to limit the frequency and dollar amount of any and all transfers.

Cancellations

You may cancel or edit your account transfer instructions (including recurring transfers) through the user interface or by calling us at a number listed at the end of this Agreement. There is no charge for canceling or editing your transfer. You may only cancel or edit your account transfer instruction before your transfer begins processing. **Once we have begun processing a transfer it cannot be cancelled or edited, therefore a stop payment request (as described at the beginning of this Agreement) must be submitted.**

Email and External Account Verification

You will be required to verify and authenticate your email address and your designated External Account before you will be able to transfer funds to or from an External Account.

Email Verification – Before your first External Transfer, you will be required to either validate the email address we have on file for you or you may validate a new email address. In either case, we will send a message containing a validation code to the email address you have selected. Once you receive the validation code, return to the email address list within the External Transfer Service in your online session, click "Validate" for the appropriate email address, and type in the validation code. Once you click "Submit", your email address will be validated and ready to use for External Transfers.

External Account Verification – You must also verify your External Account before we can process any External Transfers. To verify your External Account within the user interface, enter in the account type, the account number, and the ABA/Routing number of your External Account. If verification is successful, you will receive a notice indicating verification was successful and the External Account will appear on your External Transfer account list.

If your External Account cannot be verified using the online verification method, you will be automatically re-directed to the secondary method where you will be asked to confirm trial deposits into your External Account. Under this method, U.S. Bank will make one or two small deposits into your External Account. Once you receive the deposits into your External Account, you will be asked to confirm the amount that was deposited by entering the amount into the appropriate account verification field within the External Transfers section of your online session.

External Account Authority

You represent and warrant that you have full transactional authority (i.e. the ability to initiate credits, debits, and withdrawals) on the designated External Account and that the External Account has no restrictions limiting such authority (i.e. a fiduciary account where you are the agent or trustee, an account blocked by a court order, an account that is subject of a garnishment order, etc.) You agree to indemnify and hold U.S. Bank, its affiliates, Service Providers, successors, and assigns harmless (including the payment of reasonable attorney's fees) from any and all liability to third parties related to the stated authority of your External Account or any actions taken by U.S. Bank pursuant to your External Transfer instructions.

When you have entered and transmitted a transfer or payment instruction, you authorize us to reduce the designated account accordingly. If there are insufficient funds in the designated account to make the transfer or payments you have authorized, we may either refuse to make the transfer/payment or we may make the transfer/payment and thereby overdraw the designated account. In either event, you are responsible for any non-sufficient funds or overdraft charges that we may impose. We reserve the right to refuse to honor transfer or payment instructions that reasonably appear to be fraudulent or erroneous.

MAKE PAYMENTS

Pay a U.S. Bank Account

You may make payments to your U.S. Bank loan, U.S. Bank line of credit, or U.S. Bank credit card by transferring funds from your eligible linked Consumer or Business Account.

Pay Bills

Pay Bills is a bill payment service which allows you to pay bills online. Through Pay Bills, you can:

- Make one time or pre-authorized automatic recurring payments to a person or business (a “**Payee**”) in the United States,
- Establish and manage electronic billing; and,
- Review, change, and cancel payments.

When you use Pay Bills, you must designate the account from which we are to make payment (the “**Payment Account**”). A Payment Account must be either a checking account or a money market savings account. When you issue a payment instruction through the Pay Bills, you authorize Pay Bills to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you.

The use of Pay Bills does not alter your liability or obligations that currently exist between you and your billers.

Your Responsibility

You are responsible for all bill payments you authorize using Pay Bills. If you permit other persons to use Pay Bills, you are responsible for any transactions they authorize from your accounts.

Payee information may be added manually, through Photo Bill Pay on a mobile device, or through electronic bill presentment. In any case, you are responsible for ensuring the accuracy of all Payee information and we are not responsible for payment delays that are based on erroneously entered Payee information.

Our Responsibility

We are responsible for your actual losses that are directly caused by our failure to initiate or cancel an electronic fund transfer according to your properly entered and transmitted instructions. However, we will not be liable:

- If you do not have adequate funds in an account to complete a transaction from that account, or if that account has been closed, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process.
- If you have not properly followed the instructions on how to make a bill payment, or if your computer fails or malfunctions, or if Pay Bills was not working properly and this problem should have been apparent to you when you attempted to authorize a bill payment.
- If you have not given us complete, correct, and current instructions so that we can make a bill payment.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the Payee by the time it is due.
- If we make a timely bill payment but the Payee nevertheless does not credit your payment promptly after receipt, other than as provided in this Agreement.
- If circumstances beyond our control prevent us from making a payment. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, mail carriers, actions of third parties (such as Payees), equipment failures, and acts of God.
- On Consumer Accounts for any indirect, incidental, or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such errors. We have NO LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES associated with Business Accounts even if we have been advised of the possibility of such damages.

Payment Authorization and Payment Remittance

When you use Pay Bills, you agree that we may debit your Payment Account and pay checks that you have not signed. You authorize Pay Bills to credit your Payment Account for payments returned by the United States Postal Service, a Payee, or any payments remitted to you on behalf of another authorized user of Pay Bills.

When you have entered and transmitted a payment instruction, you authorize us to reduce the Payment Account accordingly. If there are insufficient funds in the Payment Account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the Payment Account. In either event, you are responsible for any non-sufficient funds or overdraft

charges that we may impose. We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent, erroneous, or in violation of this Agreement. In order to process payments more efficiently and effectively, Pay Bills may edit or alter payment data or data formats in accordance with Payee directives.

Your bill payments will not include your Payee's standard remittance slip. Some Payees may take more time to process your payment if the remittance slip is not included, and some payments sent without the remittance slip may be processed by your Payee at a different address. As a result, you should contact your Payees to determine the proper address and amount of lead-time for scheduling your payments.

Payment Methods

We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a paper check issued on your behalf. **Funds remitted to the payee via paper check will not be deducted from your Payment Account until the paper check is presented to us for payment.**

Types of Payments

One-Time Payment – You may establish a one-time payment to any Payee located in the United States. One-time payments may be scheduled for standard delivery or Express Pay as defined in the “Payment Delivery” section below.

Preauthorized Automatic Recurring Payment – You may establish a pre-authorized automatic recurring payment schedule (“**Payment Schedule**”) for any Payee located in the United States. When establishing your Payment Schedule, you must choose:

- The payment amount. The amount you authorize must be the same amount for each pay period with one exception; you may pre-authorize a different amount for the final payment of your Payment Schedule.
- The Payment Account
- The date of the first payment.
- The frequency of the recurring payment (i.e. weekly, monthly, annually). If the recurring payment date falls on a weekend or holiday, it will be paid on the preceding Business Day.
- The duration of the Payment Schedule. You may choose to have your Payment Schedule terminate on a specific end date or after a specific number of payments. Alternatively, you may choose to have your Payment Schedule continue indefinitely until you modify or cancel your pre-authorization.

Preauthorized Automatic Payment of Electronically Presented Bills – If you activate electronic bill presentment (described below), you may establish a Payment Schedule for the electronically presented bills. When establishing your Payment Schedule for electronically presented bills, you must choose:

- The payment amount. The amount you authorize may be either the “Total Amount Due” or the “Minimum Amount Due” as listed on your electronically presented bill.
- The Payment Account
- The date of the payment. The date of the payment may be either the date that the bill was received and posted by the Pay Bills service, the due date of the bill, or a specific number of days before the due date of the bill.

If you have arranged for preauthorized recurring payments to be deducted from a Payment Account, and these payments vary in amount, you will be notified by the originator ten calendar days prior to the payment date of the amount to be deducted.

Payment Delivery

When scheduling payments, you must select a payment date that is no later than the actual due date unless the due date falls on a non-Business Day. If the actual due date falls on a non-Business Day, you must select a payment date that is at least one (1) Business Day **before** the actual due date; payment instructions received on weekends or holidays will be considered received on the next Business Day. **It is your responsibility to establish your payments in such a manner that your bills will be paid on time and you are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in accordance with this Agreement.**

- You must schedule payments to be made **on or before** the date each payment is due, rather than during any grace period after the due date. We are not responsible for any late payment or finance charges that may be imposed because you schedule a payment to be made after its due date.
- While very rare, it is possible for a payment to be received by the Payee and presented to us for payment before your requested payment date. Notwithstanding the limitations described in the section titled “Our Responsibility,” **Pay Bills will be responsible for any fees and charges you incur as a result of not having sufficient funds due to a payment being presented prior to your requested payment date.** If you notice an item that has posted prior to the requested payment date, please notify us immediately by contacting us at a number at the end of this Agreement.

Standard Delivery – Standard delivery is the default delivery method; typically standard delivery payments are delivered next day for payees that accept electronic payments and within three days for payees that require paper payments. When establishing a one-time payment, Pay Bills automatically selects the first available standard delivery payment date for your payee. You then have the option of changing your payment date to an Express Pay payment date (when available) or a future standard delivery payment date.

Express Delivery – Express Delivery is a feature of Pay Bills that allows you to make a same day or overnight payment to your selected biller. When available, the earliest Express Delivery payment date for each Payee will be designated within the user interface when you are scheduling the payment. Typically same day payments are available for Payees that are able to accept electronic payments and overnight payments for Payees that only accept paper check payments.

There is a fee to schedule an Express Delivery payment (listed in the Online and Mobile Financial Services Fee Guide and within the user interface). **Express Delivery is one of many options available to deliver a payment to a Payee and there may be alternate options available that have a lower fee or no fee at all.**

Unsuccessful Transactions

Pay Bills processes transactions in accordance with the overdraft protection plan (if any) you have in place for your Payment Account. We will notify you if we are unable to complete the payment transaction because there are insufficient funds in your Payment Account, or the payment transaction would exceed the credit or overdraft protection limit of your Payment Account.

At our discretion, we may complete the payment request and send funds to the Payee prior to successfully debiting your Payment Account. If we complete such a credit transaction and are not able to complete the debit transaction for any reason including when there are insufficient funds in your account, you agree that:

- We may attempt to re-debit your Payment Account
- You will reimburse us immediately upon demand the amount of the payment transaction if we have already delivered the payment to the Payee but there are insufficient funds in, or insufficient overdraft credits associated with, your Payment Account to allow us to complete the debit processing;
- You will pay us non-sufficient fund fees or overdraft fees incurred from your debit return;
- We are authorized to report the facts concerning the return to any credit reporting agency.

Payment Cancellations

You may cancel or edit your payment instructions (including automatic recurring payments) through Pay Bills or by calling us at a number listed at the end of this Agreement. There is no charge for canceling or editing your payment. You may only cancel or edit your payment instruction before your payment begins processing. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request (as described at the beginning of this Agreement) must be submitted. **Once submitted, Express Delivery payments cannot be cancelled or edited.**

eBills

eBills is an additional feature of Pay Bills and is used for the electronic presentment of your bills from external billers. It is your sole responsibility to contact your billers directly if you do not receive your statements or bills. In addition, if you elect to activate one of the eBills options, you also agree to the following:

Information provided to the biller – We are unable to update or change your personal information on file with your biller (i.e., name, address, phone numbers and email addresses); you must contact your biller directly to make such changes. Additionally, it is your responsibility to maintain all usernames and passwords for all of your billers. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the biller, provide to the biller your email address, service address, or other data specifically requested by the biller at the time of activating the electronic bill for that biller for purposes of the biller informing you about Pay Bills and/or bill information.

Activation – Upon activation of eBills, we may notify the biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from biller to biller and may take up to sixty (60) days, depending on the billing cycle of each biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data – Your activation of eBills for a biller shall be deemed by us to be your authorization for us to obtain bill data from the biller on your behalf. For some billers, you will be asked to provide us with your user name and password for that biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – We will use our best efforts to post all of your electronic bills promptly. You will receive a notification of newly posted eBills within the Pay Bills system. In addition to notification within Pay Bills, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive an email notification, it is still

your responsibility to periodically logon to Pay Bills and check for the delivery of new eBills. The time for notification may vary from biller to biller. **You are responsible for ensuring timely payment of all bills.**

Cancellation of eBills – The electronic biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from biller to biller. It may take up to sixty (60) days, depending on the billing cycle of each biller. We will notify your electronic biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any eBills that are already in process at the time of cancellation.

Non-Delivery of eBills – You agree to hold us harmless should the biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the biller directly.

Accuracy and dispute of eBills – We are not responsible for the accuracy of your eBills. We are only responsible for presenting the information we receive from the biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the biller directly.

Returned Payments – In using the Pay Bills service, you understand that billers and/or the United States Postal Service may return payments for various reasons such as, but not limited to: biller's forwarding address expired; biller account number is not valid; biller is unable to locate account; or biller account is paid in full. We will use our commercially reasonable efforts to research and correct the returned payment and return it to your biller, or void the payment and credit your Payment Account.

Limitations of Pay Bills

Transaction Limits – We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security or regulatory reasons and we reserve the right to charge or limit access for payroll payments.

Payee Restrictions – You can only pay payees with United States addresses. While most payments can be made using Pay Bills, we reserve the right to refuse to make payments to certain payees.

Account Restrictions – Restricted accounts, including but not limited to: court ordered blocked accounts, accounts with administrative holds, and accounts that require two or more signatures may not be designated as a Payment Account. If a Payment Account later becomes a restricted account, you agree not to use that account to make payments and you agree to notify us of the change.

Safe Debit Account – If your Payment Account is a Safe Debit Account then you are subject to the following additional limitations: (Please see the U.S. Bank Safe Debit Account Terms and Conditions and the Safe Debit Account Pricing and Information Guide for more information related to your Safe Debit Account.)

- You may only use Pay Bills to pay billers that accept electronic payments; these billers are identified within the Pay Bills user interface.
- You may only schedule one-time payments using the standard delivery option (earliest pay date); pre-authorized recurring or express payments may not be scheduled for a Safe Debit Account.

Cancelling the Pay Bills service

You may cancel the Pay Bills service at any time by notifying us of the cancellation either through Pay Bills or by calling us at a number listed at the end of this Agreement. If you cancel the Pay Bills service, you authorize the us to continue making bill payments you have previously authorized until such time as we has had a reasonable opportunity to act upon your cancellation notice. Once we have acted upon your cancellation notice, we will make no further payments from your accounts, including any payments you have previously authorized.

We may terminate or suspend your use of the Pay Bills Service. If we terminate or suspend your use of Pay Bills, we reserve the right to make no further payments from your accounts, including any transactions you have previously authorized. You agree that if either party terminates the Pay Bills service, you will cancel all automatic recurring payments you have previously authorized, and that if you fail to do so, you are responsible for such payments. If you only have one designated billing account, and that account is closed for any reason, we will automatically terminate your access to Pay Bills without notice to you, and upon such termination no further payments will be permitted including payments previously authorized.

SEND MONEY

U.S. Bank Send Money services allow you to send, receive, and request money electronically simply by using an email address, a mobile phone number, or an account number.

With U.S. Bank Send Money services you can initiate:

- A one-time payment that will begin processing immediately.
- A one-time future payment that will begin processing on a specified date.
- A recurring future payment that will begin processing on a specified series of dates.

For transactions using a Recipient's email address or mobile phone number, we have partnered with the Zelle® Network ("Zelle") to enable a convenient way to send and receive money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle. (Zelle provides no deposit account or other financial services and you may not establish a financial account with Zelle of any kind. Zelle neither transfers nor moves money; all money will be transmitted by the participating network bank.)

For transactions using a Recipient's bank account number, we have partnered with the Popmoney® network to enable a convenient way to send and receive money between you and others who are enrolled directly with Popmoney or enrolled with another financial institution that partners with Popmoney.

You may also initiate paper check payments through U.S. Bank Send Money by entering in the recipient's physical mailing address. Paper check payments are governed by the "Pay Bills" section of this Agreement.

Finally, if you've been a customer for at least one year with an eligible checking or savings account, and have a mobile phone number on file, you can send or receive money through our partnership with Western Union. For consumer protection, Western Union transfers are typically delayed for transaction review; services may also be delayed or unavailable based upon certain transaction conditions including amount sent, destination country, currency availability, regulatory issues, identification requirements, agent location hours, difference in time zones, or your selection of delayed send options. Use of Western Union services are subject to the Western Union Money Transfer Services Terms and Conditions that are available online or within the mobile application.) Fees apply and vary in amount based on your transaction. The minimum fee is \$5.00 and the specific fee for your transfer will be displayed on the screen at the time of the transaction.

Definitions

"Payment Instruction" is the information provided by the Sender for a payment to be made to a Recipient (such as the amount of the payment, the recipient's name, address, mobile telephone number, email address, or bank account and routing number).

"Recipient" is a person or business entity that receives a payment transaction through U.S. Bank Send Money services.

"Sender" is a person or business entity that sends a payment transaction through U.S. Bank Send Money services.

"Token" is a unique identifier that is used by in place of your personal information to facilitate fast and secure transactions across the Send Money partner networks. We use the term "Token" to refer to any phone number, email address, and/or account you have registered with Send Money.

"Transaction Account" is an account from which the payments you initiate will be debited, or to which payments and credits to you will be credited. Not all accounts are eligible to be designated as a Transaction Account; eligible accounts will be displayed within the user interface.

Registering Your Token

We use Tokens in place of your personal information to ensure fast and secure transactions when using Send Money. These Tokens are transparent to you and are automatically generated when you register your mobile phone number, email address, and/or account number(s) with the Send Money services.

The Token you register must be an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers).

You may register multiple Tokens per Transaction Account with the service. For example, you may register one mobile phone number and two separate email addresses for your Transaction Account thereby providing more ways in which people can send you money.

Eligibility

To send or receive money with Send Money, you must have a U.S. Bank checking, savings, or money market account in good standing and have your Token(s) registered with Online and Mobile Banking for at least three calendar days.

Consent to Emails and Automated Text Messages

You represent that you are the owner of the email address, mobile phone number, and/or account that you have registered with Send Money and/or Zelle, and you consent to the receipt of emails or text messages from us, from Zelle (or other Service Providers associated with Send Money), from other users that are sending you money or requesting money from you, and from other participating network banks (or their agents) regarding the Send Money services or related transfers between participating network banks and you. You agree that we may, Zelle may, (or either of our agents/Service Providers may) use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register for use with Send Money services.

You acknowledge that any messages sent in connection with any of the Send Money services are initiated by you and that U.S. Bank, Zelle, and affiliated Service Providers only facilitate the delivery of such messages on your behalf. To the extent required, you are responsible for gaining consent from any person or entity to whom you intend to send messages and/or money using any of the Send Money Services.

You further acknowledge and agree that: (i) you are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services; (ii) you will immediately notify us if any email address or mobile phone number you have registered is either surrendered by you or changed by you; (iii) you understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name; and (iv) your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

Accuracy

It is your responsibility to ensure the accuracy of any information that you enter into any of the U.S. Bank Send Money services and you will be responsible for any transaction processed on your Payment Instruction even if you make an error. For example, you are still responsible for your Payment Instructions if you mistype the account number, the telephone number, or the email address; if you send too little or too much money because you incorrectly enter the dollar amount; or you send a duplicate transaction because you believe that the initial transaction was not successful.

You are responsible for informing us as soon as possible if you become aware that any information is inaccurate. We will make a reasonable effort to recover a payment made to the wrong person or entity once informed, but we do not guarantee such recovery and are not responsible for damages resulting from incorrect information entered by a Sender or Recipient.

Sufficient Funds

You agree to maintain sufficient funds in your Transaction Account to cover the amount of any payments you initiate through the U.S. Bank Send Money services. Any line of credit linked to your Transaction Account as overdraft protection is NOT included as part of your sufficient funds. **We have the right to reject or suspend any transaction you initiate using Send Money if you do not maintain sufficient funds in your Transaction Account.**

Transaction Limits

For security reasons, there are limits on the amount of money you can send or request through the U.S. Bank Send Money services. You will be notified of the limits in effect in the user interface at the time you initiate a transaction. **These limits may change at our sole discretion based on periodic risk assessments.**

Authorization

When we receive a Payment Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf. You also authorize us to credit your Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Recipients to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed.

You acknowledge and agree that if your Payment Instructions identify an account by name and account number, **the receiving financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name.** You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers at other financial institutions.

Receiving Money

Most transfers of money to you from other users will occur within minutes, but you understand and agree that there may be a delay between the time you are notified that someone sent you money and the availability of deposit of funds in your Transaction Account. You may also be required to take additional steps to facilitate the deposit into your Transaction Account.

There may be other circumstances when the transaction may take longer. For example, in order to protect you, us, Zelle, and the other network banks, we may need (or Zelle may need) additional time to verify your identity (or the identity of the person sending the money).

We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a transfer that you have initiated through a request for money, we will notify you in accordance with your contact preferences.

If you are receiving money from a business or government agency, the transaction will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending the money.

Sending Money

Funds are debited from your Transaction Account at the time you initiate a transfer of funds to another person, and you must have sufficient funds in your Transaction Account before you will be allowed to send money.

Most transfers of money from you to other users will occur within minutes, but you understand and agree that the deposit into the Recipient's Transaction Account may be delayed if the Recipient has not provided the information required to process the transaction. For example, if you are sending money to someone who has not registered with Send Money, Zelle, a participating network, or a participating network bank (collectively "Participant Network"), the transfer may take up to two (2) days from the day the intended recipient registers his or her Token within the Participant Network. You understand and agree that a person to whom you are sending money may choose not to register his or her Token within the Participant Network (or otherwise ignore the payment notification), and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your contact preferences.

We have no control over the actions of users or other financial institutions that could delay or prevent your money from being delivered to the intended Recipient.

Requesting Money

You may use U.S. Bank Send Money services to request a payment by sending a short message to anyone using the person's email address, or if the person is a registered user of the service, his or her mobile phone number. The person receiving the request will have the option to pay the full amount requested, pay a partial amount, or decline the requested payment. You understand and acknowledge that a payment request is not a guarantee that you will receive payment, and that your payment request may be ignored or rejected.

Funds requested through the "Request Money" feature are not credited to your account, and therefore not available for your use, until the recipient of the request initiates a payment to you. You will receive confirmation when that the funds have been credited to your account.

Requests may be cancelled at any time before the recipient initiates the payment to you; all unanswered requests will expire after thirty (30) calendar days.

Requests for money are solely between the Sender and Recipient. Neither we nor any of our Service Providers assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

Payment Cancellations

Our ability to cancel a payment will depend on the manner in which the payment was initiated and whether the payment has begun processing. For example, you may cancel scheduled payments, but once a payment has been accepted by a Recipient, it cannot be cancelled, edited, or stopped.

Payment Methods

We will select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment methods may include a paper check or an electronic payment.

Message content

You are responsible for all communications you send through the U.S. Bank Send Money services. We and other Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

Unsuccessful Transactions

We will notify you if we are unable to complete the payment for any reason.

When you send money, the Recipient is not required to accept the payment. Money not claimed by a Recipient will be automatically canceled fourteen (14) calendar days after the transfer is initiated, and money will be returned to your Transaction Account.

In some instances we may send the requested payment to the Recipient prior to successfully debiting your Transaction Account. If we send the payment and are not able to complete the debit of your Transaction Account for any reason, including when there are insufficient funds in your account, you agree that:

- We may attempt to re-debit your Transaction Account;

- You will reimburse us immediately upon demand the amount of the payment if we have already delivered the payment to the Recipient but there are insufficient funds in your Transaction Account to allow us to complete the debit processing;
- You will pay us any applicable overdraft fees incurred from your debit return;
- We are authorized to report the facts concerning the return to any credit reporting agency.

Acceptable Use

You are independently responsible for complying with all applicable laws related to your use of U.S. Bank Send Money services, and you agree not to use the U.S. Bank Send Money services to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound.

You agree that you will **not** use U.S. Bank Send Money services for any of the following payments or requests for payments:

- Requests for the payment or collection of an overdue or delinquent debt, or to request money that is owed to another person;
- Payments to persons or entities located outside of the United States and its territories;
- Payments that violate any law, statute, ordinance or regulation;
- Payments to state or federal governmental entities (e.g., payments for fines or taxes); and/or
- Court ordered payments (including court ordered amounts for alimony or child support).

We reserve the right, but assume no obligation, to terminate your ability to use U.S. Bank Send Money services in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient. In no event shall we be liable for any claims or damages resulting from your use of U.S. Bank Send Money services for prohibited payments.

Limitation of Liability for Send Money Transfers

We do not have control of, or liability for, any products or services that are paid for with U.S. Bank Send Money services. We also do not guarantee the identity of any Sender or Recipient that uses U.S. Bank Send Money services.

We will use reasonable efforts to make all your requested payments; however, we (and our Service Providers) shall incur no liability if we are unable to complete any payments initiated by you if:

- The available balance in your Transaction Account does not contain sufficient funds to complete the transaction;
- U.S. Bank Send Money services are not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- You have not provided us with the correct information to process the transaction (i.e., accurate Payment Instructions (including the Recipient's email address or phone number) or Transaction Account information); and/or
- Circumstances beyond our control (such as, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction.

Suspension of Service

We reserve the right to refuse to process any transaction you initiate and we may suspend your access to any of the U.S. Bank Send Money services at any time and for any reason and without notice. Reasons we may suspend or terminate your use of the service include if you close your Transaction Account and you do not register a new Transaction Account, suspicious account activity, or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for U.S. Bank Send Money services, you will not be able to send and/or receive payments using any of the U.S. Bank Send Money services.

MAKE A DEPOSIT

U.S. Bank Mobile Check Deposit is a service that allows you to remotely deposit paper checks into an eligible Consumer or Business Account by creating an Electronic Deposit through our Remote Deposit Capture System. We will process and collect the Electronic Deposit through the check collection system just as we would a paper check.

Definitions

“**Check Image**” means an electronic image of an original paper draft (check), payable on demand, and drawn on (or payable through) an office of a United States bank.

“**Capture Device**” means the computer hardware (scanner), mobile device (camera), software, or web-based applications used by you to prepare a Check Image, create an Electronic Deposit, and access the Remote Deposit Capture System.

“**Electronic Deposit**” means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to us allowing for the deposit, processing, and collection of the item.

“**MICR Data**” means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account, and check serial numbers.

“**Remote Deposit Capture System**” means our computer systems and databases that you may access in order to use Mobile Check Deposit.

Your Responsibility

With respect to each Electronic Deposit that you transmit to us, you indemnify and hold us, our affiliates and other Service Providers and each of our and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly:

- From your failure to follow the eligibility or endorsement standards outlined in this Agreement;
- From your breach of any check presentment representation or warranty;
- As a result of any of your acts or omissions in the capturing, creation, or transmission of the Electronic Deposit;
- From any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit;
- For any loss caused by our acceptance of the Electronic Deposit in lieu of the original paper check; or
- From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement.

If you believe you may have deposited a check more than once, please call us immediately at a number listed at the end of this Agreement.

Security Procedures – You must comply with all security procedures for Mobile Check Deposit that are established by us or set forth in any written user requirements communicated to you. You are solely responsible for:

- Maintaining your own internal security procedures for maintaining, marking, destroying paper items deposited using Mobile Check Deposit.
- Safeguarding the security and confidentiality of any information obtained from your deposited checks that may be printed from, stored on, or transferred from, the Capture Device, the Remote Deposit Capture System, or your other computer/data systems or portable media; and
- Preventing errors or unauthorized access to the Capture Device or the Remote Deposit Capture System.

Our Responsibility

Availability – We will take reasonable measures to ensure that Mobile Check Deposit is available, but we are not liable for system failures or temporary service disruptions that cause Mobile Check Deposit to be unavailable. If Mobile Check Deposit is unavailable; you are responsible for carrying out your business through alternative channels. Further, we are not liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted using Mobile Check Deposit.

We are not liable to you for a failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit:

- For which you have not provided us with full and correct MICR Data and dollar amount from the original paper check;
- For which you have not provided an accurate and legible image of the original paper check,

- For which you have failed to comply with formatting standards or other guidelines required by us; or
- That would violate this Agreement or any other agreement between you and us.

Determination of Items Eligible for Mobile Check Deposit

You may only create a Check Image of items made payable to you individually or to you alternatively with another person or persons (John Doe **or** Jane Doe); jointly payable items (John Doe **and** Jane Doe) may not be deposited using Mobile Check Deposit unless both parties have endorsed the item (see additional endorsement standards below). Without limiting the preceding sentence, we reserve the right to reject any deposit for any reason and the following items are specifically **not eligible** for deposit using Mobile Check Deposit:

- U.S. Treasury Checks,
- Checks, including travelers checks, that are drawn on banks located outside of the United States,
- Checks payable in a medium other than U.S. dollars,
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC),
- Promissory notes and similar obligations, such as savings bonds,
- Third party checks,
- Pre-existing substitute checks,
- Checks that have been previously returned as unpaid or uncollected,
- Checks drawn on your own U.S. Bank account,
- Checks greater than 180 days old,
- Checks that contain erasures or checks that have been altered, and
- Any other class of checks or drafts as communicated to you from time to time.

Creating an Electronic Deposit

Endorsement – The check must be properly endorsed by the payee(s) of the check and the check must be deposited into an account of one of the payees. Each payee must sign his or her name along with the printed words "For Deposit Only" and the account number to which the check will be deposited.

Accuracy – You are responsible for creating an accurate Check Image and inputting the correct dollar amount of the check into the Capture Device.

In creating the Check Image, ensure that the MICR Data, check number, and name of the maker of the check are commercially printed on the check. Any defects such as tears or alterations may prevent the Capture Device from creating an accurate Check Image, causing the Electronic Deposit to be rejected. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically deposited at your local bank branch or ATM.

Legibility – You are responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount, the signature of the person who made the check, and for ensuring that any and all information on the paper check is accurately captured and legible in the resulting Check Image.

If any information is not accurately captured and legible, you may cancel the scan/photograph and rescan/re-photograph the physical check. Any physical check that continues to yield an illegible Check Image after repeated scanning/photographing attempts must be physically deposited at your local branch.

Security Features – You acknowledge that the Capture Device may not capture all security features (e.g., watermarks) contained in or on the original paper checks, and you must manually examine the paper item to determine authenticity prior to creating a Check Image or submitting an Electronic Deposit. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

Submitting an Electronic Deposit

Confirmation and Receipt – Within minutes of submitting an Electronic Deposit, you will receive a message from us confirming that we have accepted the Electronic Deposit. After we have confirmed receipt of your deposit, you will receive a second message from us indicating whether your deposit has been accepted for processing or rejected.

Performance of Mobile Check Deposit may be affected by external factors such as communication network latency. An Electronic Deposit is not considered "accepted" until the entire Electronic Deposit transmission is received by us and you receive a message confirming that the Electronic Deposit was accepted.

Deposit Limits

You are limited in the amount that you may deposit at any given time using Mobile Check Deposit. The following deposit limits apply to each account:

- Per Item Limit – Limits the value of each item that you deposit and applies to each separate item that you deposit.
- Daily Limit – Limits the total combined value of all items deposited in a single Business Day. Deposits made after the daily cutoff time or on a non-Business Day (as explained in the “Funds Availability” section below) will apply to the daily limit of the next Business Day.
- Weekly Limit – Limits the total combined value of all items deposited in a single week. For the purposes of deposit limits a “week” is defined as the current Business Day plus the four previous Business Days.

The deposit limits vary depending on many factors including your deposit history and the length of your relationship with us. Deposit limits are subject to change as we continually evaluate these factors. Your current deposit limits will always be displayed within the user interface at the time of deposit.

Fees and Charges

There may be additional fees and charges for using Mobile Check Deposit; these fees are described within the user interface and in the Online and Mobile Financial Services Fee Guide. You agree to pay all such fees and charges associated with Mobile Check Deposit and authorize us to deduct the calculated amount from your U.S. Bank account(s). Fees will only be assessed if the Electronic Deposit is accepted for processing and we reserve the right to waive or change fees as we deem appropriate.

Funds Availability

This policy only applies to deposits made using Mobile Check Deposit; deposits made at a branch location or ATM remain subject to the Funds Availability Policy outlined in the most current version of Your Deposit Account Agreement.

We are not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Mobile Check Deposit is available 24/7/365, but the funds availability of the accepted deposit is subject to the following processing cut-off times:

- Deposits submitted and accepted before 9:00 p.m. Central on a Business Day – generally, the first \$200 of your total daily deposits will be available immediately and the balance of your total daily deposits will be available on the next available Business Day.
- Deposits submitted and accepted after 9:00 p.m. Central on a Business Day (or items deposited on a non-Business Day) – these deposits will not be processed until the next available Business Day, which will be considered the recorded day of your deposit. Generally, we will make the first \$200 of your total daily deposits available on the recorded day of deposit with the balance of your total daily deposits available on the next available Business Day.

In certain circumstances, and at U.S. Bank's discretion, the deposit may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the seventh Business Day after the recorded day of your deposit.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

Returned or Rejected Items

Returns – If a check that is deposited using Mobile Check Deposit is returned to us for any reason (such as non-sufficient funds); you agree that we may charge your account for any and all fees associated with the returned item.

Rejections – We will notify you whether your deposit is accepted or rejected; you will not be charged the service fee for rejected items. Items that are rejected for deposit using Mobile Check Deposit may be re-presented for deposit at a physical branch of U.S. Bank.

Collection of an Electronic Deposit

Electronic Deposits are processed similarly to traditional deposits; Mobile Check Deposit does not process Electronic Deposits through ACH conversion. We will determine the manner in which we will seek to collect an Electronic Deposit and we reserve the right to process an Electronic Deposit by any of the following methods:

- Present or transfer the Check Image to the paying bank, a Federal Reserve Bank, image share/exchange network, or other collecting bank;
- Create a Substitute Check from the Check Image and collect the Substitute Check; or,
- Request that you provide to us the original paper check from which the Check Image was created and then collect the original paper check.

We may, in our sole discretion, reject, repair, alter, amend, re-format or convert the Check Image or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but we have no obligation to do so. If we require that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that we are not liable for any error or loss that results from our processing of such Electronic Deposit or any delays caused from our re-formatting or conversion of the Electronic Deposit prior to processing. We will have no liability to you or any other person in the event that your deposited check is processed as, or converted by us to, a Check Image or Substitute Check.

Marking, Retaining, and Destroying Original Paper Checks

To mitigate the risk of potential fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Items should be marked after you receive confirmation that the deposit was received and accepted for processing by U.S. Bank.

Destruction – You must destroy the original paper check in accordance with this Agreement and employ commercially reasonable methods to securely store the original paper check until destruction. You agree to securely store all deposited checks in a location away from daily processing activities. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, you will establish procedures to ensure that only authorized persons have access to these checks.

Retention – Retain all checks for at least seven Business Days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 30 days after deposit. Cross-cut shredding is strongly recommended for check destruction. At our request, you must provide the original paper check to us if the original paper check has not been destroyed by you and we need the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

Re-presentment – In the event we, in our sole discretion, determine that we require the original paper check for re-presentment in order to collect a returned Check Image or Substitute Check, you are responsible for providing to us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

Representations and Warranties

With respect to each Electronic Deposit that you transmit to us, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting United States bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present, or originate the Electronic Deposit, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

Limitations of Mobile Check Deposit

Mobile Check Deposit is only available for use within the United States.

You may use Mobile Check Deposit and the Remote Deposit Capture System for business or personal use for as long as we in our sole discretion provide these services to you.

Once a Check Image has been accepted for deposit, we are not able to delete or remove the item from the collection process and it becomes subject to the “Funds Availability” policy described herein.

You may not use Mobile Check Deposit if:

- The current balance of your deposit account is negative by \$100 or more.

- There are restrictions on your deposit account that prevent you from depositing or withdrawing funds.
- You have more than two returned deposited items in the last three statement cycles.

INVESTMENT ACCOUNT ACCESS

WEALTH MANAGEMENT ACCOUNT ACCESS

Your eligible Wealth Management Accounts will be automatically associated with your online profile and you may access information on your Wealth Management Accounts through an online session at usbank.com, U.S. Bank Trust and Investments Online, on the U.S. Bank mobile app, or on the U.S. Bank Trust and Investments mobile app.

The account information listed on the account summary screen is not a substitute for your official periodic account statement or other bank correspondence. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically in accordance with your account preferences.

Access to Additional Account Details

U.S. Bank Trust and Investments Online and the U.S. Bank Trust and Investments mobile app provides access to additional account details such as: transaction activity, holdings, market research, and both real-time and delayed market data. Accessing U.S. Bank Trust and Investments Online from a desktop computer also allows you to view projected income, download account data, view realized and unrealized gains, and access Online Statements. The first time you access these additional features, you must read and accept a separate real-time quote agreement. The real-time quote agreement is a supplement to the Online and Mobile Financial Services Agreement and provides additional terms and conditions that govern use of market data and the various exchange networks.

- When accessing additional account information through the U.S. Bank mobile app, you will be seamlessly transferred to the U.S. Bank Trust and Investments mobile app. If you do not have the U.S. Bank Trust and Investments mobile app, you will be presented with the opportunity to download the app from your respective app store.
- When accessing additional account information from an online banking session at usbank.com, you will be seamlessly transferred to U.S. Bank Trust and Investments Online.

eStatements

By electing to receive eStatements, you are choosing to access account statements electronically and agree and understand that U.S. Bank will terminate delivery of paper statements for the accounts selected. You may request a return to delivery of paper statements for any enrolled accounts by changing your preferences within Online Services. You may also request delivery of specific paper statements from your account manager while continuing to receive eStatements.

By electing to receive eStatements for your account(s), you are agreeing that any account agreement and/or documentation regarding the delivery of paper statements is amended by this Agreement and that this Agreement shall govern the delivery of account statements for such accounts.

If you enroll in eStatements, you will receive email, and if requested, text message Account Alerts regarding the availability of your eStatement in accordance with the established frequency of statement delivery for such accounts.

Limitations

The information provided within your online session at usbank.com, through U.S. Bank Trust and Investments Online, on the U.S. Bank mobile app, or on the U.S. Bank Trust and Investments mobile app is read only; transactions for your Wealth Management Account(s) must be initiated and conducted through your account/relationship manager.

BROKERAGE ACCOUNT ACCESS

Your eligible Brokerage Accounts will be automatically associated with your online profile and you may access information on your Brokerage Accounts through an online session at usbank.com, U.S. Bancorp Investments Online, on the U.S. Bank mobile app, or on the U.S. Bancorp Investments mobile app.

The account information listed on the account summary screen is not a substitute for your official periodic account statement or other official correspondence. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically in accordance with your account preferences.

Access to Additional Account Details

U.S. Bancorp Investments Online and the U.S. Bancorp Investments mobile app provides access to additional account details such as: account balances, transaction activity, holdings, cost basis information, market research, and both real-time and delayed market data. The first time you access these additional features, you must read and accept a separate real-time quote agreement. The real-time quote

agreement is a supplement to the Online and Mobile Financial Services Agreement and provides additional terms and conditions that govern use of market data and the various exchange networks.

- When accessing additional account information through the U.S. Bank mobile app, you will be seamlessly transferred to the U.S. Bancorp Investments mobile app. If you do not have the U.S. Bancorp Investments mobile app, you will be presented with the opportunity to download the app from your respective app store.
- When accessing additional account information from an online banking session at usbank.com, you will be seamlessly transferred to U.S. Bancorp Investments Online.

Online Documents

By electing to receive Online Documents, you are choosing to access account documents electronically and agree and understand that U.S. Bancorp Investments will terminate delivery of paper documents for the accounts selected. You may request a return to delivery of paper documents for any enrolled accounts by changing your preferences within Online Services.

By electing to receive Online Documents for your account(s), you are agreeing that any account agreement and/or documentation regarding the delivery of paper documents is amended by this Agreement and that this Agreement shall govern the delivery of account documents for such accounts.

If you enroll in Online Documents, you will receive email, and if requested, text message Account Alerts regarding the availability of your Online Document in accordance with the established frequency of document delivery for such accounts.

Self-Directed Investors

If you are a self-directed investor, you may initiate trades using U.S. Bancorp Investments Online or the U.S. Bancorp Investments mobile app. As a self-directed investor, you are solely responsible for any and all transactions you initiate using Online Services. All orders entered are unsolicited and based on your own investment decisions or the investment decision of your duly authorized representative. You understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

You also understand that the following roles and responsibilities apply to your Brokerage Account:

- U.S. Bancorp Investments does not make discretionary investments on your behalf; all transactions will be initiated only on your order or the order of your authorized delegate
- U.S. Bancorp Investments does not provide investment advice in connection with my Brokerage Account and does not offer any opinion with respect to the suitability of any transaction, security, or order.
- U.S. Bancorp Investments does not provide internally generated research, and that the availability of research reports through any U.S. Bancorp Investments or U.S. Bancorp websites does not constitute a recommendation to enter in any of the securities transactions or to engage in any of the investment strategies presented in such reports.

As a self-directed investor, you appoint U.S. Bancorp Investments as your agent and authorize U.S. Bancorp Investments to take the following actions:

- Comply with your instructions and initiate transactions and transfers in accordance with the terms and conditions of the Customer Agreement for your specific Brokerage Account.
- To open or close Brokerage Accounts, place and withdraw orders and take such other steps as are reasonable to carry out your instructions.
- To act upon oral instructions based on the reasonable belief that such instruction were actually provided by you.

Trading

Choice of Exchange – You understand that U.S. Bancorp Investments may execute your orders on any exchange or market, unless you specifically instruct otherwise.

Accessing an Exchange – You may be able to access an exchange to initiate trades and understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. You also understand that neither U.S. Bancorp Investments nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. You understand that neither U.S. Bancorp Investments nor any participating national securities exchange or association nor any supplier of market data warrants that the service will be uninterrupted or error-free.

Sell Orders – Unless you expressly request to place an order as a “short” sale, and U.S. Bancorp Investments grants that request, any order directing the sale of property shall be deemed to be a “long” sale. You also warrant and represent that you are the owner of the property that is the subject of such order and agree to deliver the property to U.S. Bancorp Investments in negotiable form on or before the settlement

date. In the event that you fail to deliver the property by the close of business on the settlement date, U.S. Bancorp Investments is authorized, in its discretion and without notice to you, to i) delay settlement, ii) purchase comparable property to cover your position, or iii) cancel the transaction. U.S. Bancorp Investments may also charge any loss (including Interest), commission and fees to your Brokerage Account.

Buy Orders – For property that you direct U.S. Bancorp Investments to purchase on your behalf, you agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that you fail to provide sufficient funds, U.S. Bancorp Investments is authorized, in its discretion and without notice to you, to i) charge a reasonable rate of interest, ii) liquidate the property subject of the buy order, or iii) sell other property owned by you and held in any Brokerage Account. U.S. Bancorp Investments may also charge any consequential loss to your Brokerage Account.

Distributions – In the event that you sell a security prior to its ex-dividend/distribution date, and you receive the related cash/stock dividend or distribution in error, you direct U.S. Bancorp Investments to act on your behalf to pay such dividend/distribution to the entitled purchaser of the securities you sold. You guarantee to promptly reimburse U.S. Bancorp Investments for said dividend or distribution.

Limitations for Online Access to Brokerage Accounts

Restrictions on Trading – You understand that U.S. Bancorp Investments may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of your Brokerage Accounts.

Extraordinary Events – You understand that U.S. Bancorp Investments shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, natural disasters or any other conditions or causes beyond U.S. Bancorp Investments' control or anticipation, including, but not limited to, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities. You agree to indemnify and hold U.S. Bancorp Investments harmless from any loss, damage or liability arising out of any transaction in which it acts, directly or indirectly, as your agent, absent any willful or grossly negligent conduct by U.S. Bancorp Investments.

Suspension or Termination of Service

We may suspend or terminate your online access to your Brokerage Account at any time and for any reason, without notice, including but not limited to, if you close your Brokerage Account and you do not register a new Brokerage Account

The closing of a Brokerage Account will not affect the rights and/or obligations of either party incurred prior to the date the Brokerage Account is closed.

Investment products and services are:

• Not a Deposit	• Not FDIC Insured	• Not Guaranteed by the Bank
• May Lose Value	• Not Insured by Any Federal Government Agency	

Investment products and services are available through U.S. Bancorp Investments (the marketing name for U.S. Bancorp Investments, Inc.) U.S. Bancorp Investments is a federally registered investment adviser, federally registered broker-dealer, and member of FINRA and SIPC. U.S. Bancorp Investments is a subsidiary of U.S. Bancorp and an affiliate of U.S. Bank.

U.S. Bank is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Investments.

ADDITIONAL TERMS AND CONDITIONS

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access Online Services. If using a computer or mobile device, you may need additional software that is capable of opening .pdf format files (such as Adobe® Acrobat®) to view, print and/or save your Online Statements and legal notices.

Tools and Calculators; Personal Financial Management Software

Our Online Services may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. We do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

You may download certain transactional data for use with other software tools and products created by parties that we do not own or control (“Other Software”), including but not limited to personal financial management software. If you install or use Other Software, you are responsible for obtaining any necessary license agreement with the provider of the Other Software. You agree and understand that you assume all risk of any Other Software that you install, download, or use, and that any information you enter into the Other Software may be accessed by unauthorized third parties as a result of your use of the Other Software. If you use the Other Software to transmit information, you and the Other Software provider are responsible for the security and confidentiality of that information.

Links to Other Internet Sites and Third Party Services

Our websites and Online Services may contain links to other websites, merchandise, and services provided, owned or operated by third parties; these links do not imply our endorsement or approval of material on any third party website. The linked websites are not under our control and we are not responsible for the availability, content, products, services, advertising, or other materials available on the third party websites. The privacy policies of third party websites may provide less security than our web sites so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party website, merchandise, or service and we are not responsible or liable to you for any damages, loses, or injuries of any kind arising out of your use of any third party website.

Intellectual Property Rights

All content connected with Online Services (i.e. our websites and mobile applications) are the exclusive property of U.S. Bank, U.S. Bancorp Investments, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Online Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with Online Services.

The trademarks, logos, and service marks displayed in connection with Online Services are the registered and unregistered trademarks of U.S. Bank, U.S. Bancorp Investments, and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any Online Service should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of U.S. Bank, U.S. Bancorp Investments, or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any Online Service (including but not limited to our web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Accessing Online Services from Outside the United States

The products and services described herein are only offered in jurisdictions where they may be legally offered. Not all securities, products, or Online Services are available in all countries and you understand that the described products and services are intended for customers located in the United States. You also understand that U.S. Bank and U.S. Bancorp Investments are based in the United States, and that all information and transactions available within Online Services are reflected as U.S. currency.

We do not make any representations that any content or use of any Online Service is appropriate or available for use in locations outside of the United States, and accessing Online Services from territories where any content or use of any Online Service is illegal is prohibited. **If you choose to access Online Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.**

No Illegal Use

You may only use Online Services (including our web sites and mobile applications) for lawful purposes. You agree not to use any Online Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Online Services. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Export Control

You acknowledge that your use of Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Online Service and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Online Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Online Services in any embargoed or sanctioned country.

Changes in Terms of Use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with our E-SIGN Consent agreement and applicable law when any changes are made that materially affect your rights. **By accessing your account and continuing to engage in Online Services, you agree to the most recent version of this Agreement.**

Delay or Suspension of Service

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using any Online Service constitutes a **“Threatening Condition”** (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of any Online Service without notice.

Term and Termination

We may terminate all or part of this Agreement and your use of any or all Online Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Online Services upon our request.

You may voluntarily terminate your access to Online Services and withdraw your consent to this Agreement by calling us at a number listed at the end of this Agreement. If you terminate your access and/or withdraw your consent to this Agreement, you will no longer have access to any of the Online Services.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No Warranties

Neither U.S. Bank, U.S. Bancorp Investments, nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of Online Services, including but not limited to the information, materials, products and services on our web sites or the error free use of our web sites. All Online Services, including but not limited to our web sites, materials, products, and services, are provided “As Is” and “As Available” without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than Online Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

Limitation of Liability; Indemnification

With the exception of the protections offered under Regulation E, in no event will U.S. Bank, U.S. Bancorp Investments, or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Online Service; (ii) any failure of

performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Online Service, or (iv) any other failure, action, or omission.

You agree to indemnify, defend, and hold U.S. Bank, U.S. Bancorp Investments, and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any Online Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against U.S. Bank arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) use of any Online Service or use of your account by any third party. U.S. Bank reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with U.S. Bank in asserting any available defenses. You will not settle any action or claims on U.S. Bank's behalf without the prior written consent of U.S. Bank.

Waiver

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of U.S. Bank, U.S. Bancorp Investments, or its affiliates. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability; Headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

Complete Agreement

This Agreement represents the sole and exclusive agreement between you and us regarding Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

CONTACT US

You may contact us through the Secure Message Center available after you log in at www.usbank.com, by writing us at P.O. Box 5190, Portland, OR 97208, or by contacting us at a phone number below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action based on your electronic messages until we actually receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at a number below.

U.S. Bank 24-Hour Banking

Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	314.425.2000
Minneapolis/St. Paul Metro Area:	612USBANKS [612.872.2657]
Portland Metro Area:	503USBANKS [503.872.2657]
All Other Areas:	800USBANKS [800.872.2657]
TDD:	800.685.5065

U.S. Bank Business Service Center

Monday - Saturday 7:00 a.m. to 9:00 p.m. Central

Minneapolis/St. Paul Metro Area	651.244.7770
All Other Areas within the U.S.	800.673.3555
TDD	800.685.5065
Outside the United States	503.401.9992

U.S. Bancorp Investments

Monday - Friday 7:30 a.m. to 10:00 p.m. Central

Saturday 8:00 a.m. to 6:30 p.m. Central

U.S. Bancorp Investments Connect: 800.888.4700

Wealth Management

Contact your account/relationship manager

Call Immediately to Report Unauthorized Transactions

U.S. Bank Fraud Liaison Center

All Areas:	877.595.6256
TDD:	800.685.5065

U.S. Bancorp Investments Connect

All Areas: 800.888.4700