

Digital Services Agreement

WELCOME

The Digital Services Agreement (“**Agreement**”) governs your use of the digital financial services (“**Digital Service(s)**”) made available at www.usbank.com or through our mobile application(s) available on Android or iOS.

The availability of the Digital Services described in this Agreement may vary depending on how you access Digital Services (via website or mobile app) and some Digital Services are only available for certain account types.

This Agreement is revised periodically, and it may include changes from earlier versions. By using Digital Services, you agree to the most recent version of this Agreement, which is always available to you online at www.usbank.com and within our mobile app(s). If you have any questions, please contact us as described at the end of this Agreement.

PRIVACY & SECURITY

Protecting your privacy is important to us. All information gathered from you in connection with using Digital Services will be governed by the provisions of the [U.S. Bank Consumer Privacy Pledge](#), the [U.S. Bancorp Investments Privacy Pledge](#), and the [Online Privacy and Security Policy](#), (collectively “**Privacy Policy**”) which are available online, within our mobile app(s), or by calling us.

We will disclose information to third parties about your account or the transfers you make when it is necessary to complete the transfers you initiate using Digital Services, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), to comply with government agency or court order, or if you give us written permission.

Protecting your log-in credentials

Prevent unauthorized access to your accounts by keeping your Log-in Credentials confidential and ensure that you log out of Digital Services when you are finished. If you choose to activate a biometric feature (such as a fingerprint or face scanner), it is your responsibility to control access to Digital 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 Digital Services on that device.

We will never ask you to share your Log-in Credentials, and you do not need to share your Log-in Credentials to send or receive money using Digital Services. If you give another person or business access to Digital Services by sharing your Log-in Credentials, you agree that each such third-party will be authorized to act on your behalf, and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships, or the use of Digital Services by an authorized third-party using your Log-in Credentials. **You will be presumed to have authorized any activity performed using your Log-in Credentials, even if you did not specifically intend it.** If you have shared your Log-in Credentials with a third-party, and wish to revoke that access, you must contact us to block access to Digital Services until new Log-in Credentials are established. Our Shared Access feature (described below), when available for your products, allows you to delegate limited access to your eligible accounts without sharing your Log-in Credentials.

Contact us at 800-USBANKS (for Prepaid Account customers, contact cardholder services at the number on the back of your card) immediately if:

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

UNAUTHORIZED TRANSACTIONS & ERRORS

If you believe that an unauthorized transaction has been made from your account, contact our Fraud Liaison Center. Contacting us right away will help reduce possible losses. *We accept relay calls.*

Fraud Liaison Center	877-595-6256
U.S. Bancorp Investments	800-888-4700
Focus Card (payroll)	877-474-0010
Focus Card (non-payroll)	888-863-0681

[Reporting unauthorized transactions](#)

Consumer accounts

You will not be liable for unauthorized transactions or transfers involving your Consumer Accounts if you report any unauthorized transactions within 60 days of when we first deliver a statement to you disclosing an unauthorized transaction. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 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, at our sole discretion, extend the period.

Business and brokerage accounts

We may process any instructions submitted using your Log-in Credentials and such instructions are effective even if you did not transmit or authorize them. 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 we provide and to report all unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions if you report them within 24 hours of the alleged unauthorized transaction posting.

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.

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 credit card, you should immediately call the number on the back of your card.

Prepaid accounts

You are protected from unauthorized transactions as outlined in your cardholder agreement. If you believe that an unauthorized transaction has been made in connection with your Prepaid Account you should immediately call the number on the back of your card.

[Reporting errors](#)

Consumer accounts

Contact us at 800-USBANKS as soon as possible if you think your statement or transaction history is incorrect, or if you need more information about any transaction listed in your statement or transaction history. We must hear from you no later than 60 days after we sent the *first* statement on which the problem or error appeared. When reporting an error, please be ready to provide all the following:

- Your name and account number.
- A description of the error or the transaction in question. Please explain as clearly as possible *why* you believe it is an error, or why you need more information.
- The dollar amount of the suspected error.

If you tell us verbally, we may require that you send your request in writing within 10 Business Days of your verbal notification. We will tell you the results of our investigation no more than 10 Business Days after you notify us and will correct any error promptly. However, if we need more time to complete our investigation, we may take up to 45 days. In this case, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to submit your request in writing and do not receive it within 10 Business Days, we may not provisionally credit your account. For errors involving new accounts, we may

take up to 90 days to investigate your request and up to 20 Business Days to provisionally credit your account for the amount you think is in error. We will tell you the results within 3 Business Days of completing our investigation. If we decide there was no error, any provisional credit we provided will be revoked, and you will be responsible for refunding us the full amount of the provisional credit. We will send you a written explanation of why the claim was denied, and you may request copies of documents used in our investigation.

Brokerage, business, prepaid, credit card, and wealth management accounts

In case of errors or questions about any Brokerage, Business, Prepaid, credit card, and Wealth Management Account, please contact your account/relationship manager or call the number on the back of your card as soon as possible.

MANAGING YOUR CONTACT INFORMATION

Your use of Digital Services may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information and communication preferences may be made within Digital Services or by contacting us. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

For the duration of our relationship, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other 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, to allow us to verify your identity and to compare information you have provided to us with your wireless operator account profile information. See our [Privacy Policy](#) for more information on how we treat your data.

Receiving email, text messages, and other communications

Many customers use email as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to notify us of any changes to your email address.

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 fees from your mobile services provider.

You represent that you are authorized to use the email address or mobile phone number that you use for Digital Services, and you expressly consent to receiving non-marketing emails or text messages from us (and Service Providers associated with Digital Services), from other users sending or requesting money from you, and from other participating network banks (or their agents) regarding transfers between participating network banks and you.

You acknowledge that any messages sent in connection with sending, receiving, or requesting money through the Zelle Network® are *initiated by you* and that we (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 Digital Services.

Message frequency depends on your account settings and how often you use the Digital Services that utilize such functionality. 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 device. If you need assistance, contact us at 1-800-usbanks, 1800usbanks@usbank.com, or reply to the text message with the word “HELP.” To stop receiving text messages on your mobile phone, reply to the text message with the word “STOP.”

The text messaging features of Digital Services are available from all major wireless operators based in the United States of America (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 mobile device is not in range of a transmission site, placed in airplane mode, or if sufficient network

capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless operator may interfere with message delivery, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be punctually received, that your wireless operator does not guarantee that alerts will be delivered, and that we, our Service Providers, and the wireless operators are not liable for delayed or undelivered messages.

Monitoring and recording communications

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

LOCATION-BASED SERVICES

If you use any location-based feature (such as our ATM locator) you agree that your geographic location and other personal information (such as your unique device identifier) 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. **If you disable location-based services, other features that use your location may not work until you re-enable location-based services.**

FEATURES TO HELP MANAGE YOUR ACCOUNTS

All your eligible accounts are automatically associated with your digital profile and will appear on the account summary screen. We make every effort to ensure that your use of Digital Services is synchronized between the various means of accessing your account information. There are rare instances, however, where the information available through Digital Services may be delayed or different from the information available using other methods (such as at an ATM or branch location). Additionally, some information available at a branch or ATM may not be immediately available via Digital Services, or it may be described using different terminology. In the event of any discrepancies, the information related to your account(s) provided at a branch location will prevail over the information provided within Digital Services.

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

Account nicknames

You may add a unique nickname to your account(s) to help you identify and manage multiple accounts. Account nicknames are only visible to you and do not change the ownership rights of your account.

Using the virtual assistant on your mobile device

You may enable the virtual assistant on your mobile device (such as Apple Siri or Google Assistant) to display or read your available balance without logging in. The balance presented this way is for informational purposes only, and you must use your Log-in Credentials before you are able to initiate transactions using Digital Services. You must enable this feature before you can access your balance via the virtual assistant on your mobile device, and if you do so, 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.

Using a virtual assistant on a stand-alone device

You may link eligible account(s) to an Amazon Alexa enabled device through the U.S. Bank Alexa Skill ("Skill") or to a Google Assistant enabled device through the U.S. Bank Google Assistant Action ("Action"). You can find the U.S. Bank Skill and Action in the respective app store available for your device. Use of the U.S. Bank Skill and Action is governed by both the third-party terms and conditions for your enabled device and the separate U.S. Bank Skill or Action agreement that you must accept before using such services.

Smart Assistant voice banking

Our Smart Assistant voice banking features allow you to navigate the mobile app, check account balances, and initiate select transactions using voice commands instead of the on-screen keyboard. Some features

may have limited functionality as we continue to enhance our Smart Assistant, and we reserve the right to modify voice banking services without notice.

You can initiate a Smart Assistant session by tapping the microphone icon. **Be aware of your surroundings as any commands you speak, or audible responses you receive, may be heard by others.** While using the Smart Assistant, the microphone will remain active for seven seconds after activation and may react to any commands captured during that time – even commands you may not intend. Keep in mind that any commands initiated while using the Smart Assistant, even if not specifically intended by you, will be presumed to be authorized by you.

The Smart Assistant is provided as a convenience to you and is not used to authenticate your identity or otherwise control access to Digital Services. If you use the Smart Assistant features, you are responsible for confirming the on-screen action matches your request, and that you verify the accuracy of any Payment Instruction you provide.

Shared access

Shared Access allows you to provide a third party (called a “**Shared Access User**”) with limited access to eligible account(s) without sharing your Log-in Credentials. You may add one or more Shared Access User to each eligible account(s) and assign a role (defined below) to each Shared Access User. The Shared Access User will use separate Log-in Credentials to access the account you specify in accordance with the role you assign. Depending on the role assigned to the Shared Access User, some Digital Services described in this Agreement may be disabled or have reduced functionality.

You are solely responsible for managing the level of 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 his or her authority or if you fail to revoke access granted 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.

Limited authority

Shared Access, and any roles assigned to a Shared Access User, is only applicable to Digital Services. 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 written designation of agent, etc.), and the authority of a Shared Access User is subject to the authority of any other appointed agent.

Shared access user roles

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

View only: The Shared Access User will have limited access to the assigned accounts and will be able to view account information and select account documents. A Shared Access User with View Only access will not be able to conduct transactions on the assigned account(s).

View and transactional: In addition to viewing account information as described above, the Shared Access User will also have limited transactional authority on the assigned accounts to conduct internal transfers between your eligible deposit accounts, make internal payments to your eligible loans and lines of credit, and initiate external payments to the billers you have previously established using the bill pay service. You can review transactions initiated by the Shared Access User in the Transaction Log within the Manage Users dashboard.

- The View and Transactional role is only available for select account types.
- You may limit the transactional authority of your Shared Access User by:
 - Establishing daily transaction limits for each account you assign to a Shared Access User.
 - Limiting the type of transactions you allow your Shared Access User to conduct. For example, you may limit the transactional authority to internal transfers only.

- A Shared Access User with View and Transactional authority may not:
 - Add a new biller using the bill pay service.
 - Make modifications to existing billers.
 - Set up recurring payments.
 - Future date a payment greater than 30 days.
 - Exceed any of the transaction limits that are established for the account.
 - Cancel your electronically presented bills.
- If you revoke View and Transactional authority from a Shared Access User, any pending and scheduled transactions initiated by the Shared Access User will continue to process unless you cancel the transaction.

Managing the shared access user

Adding a shared access user: Any person who has authority to make changes to the eligible account may add a Shared Access User by enrolling in the Shared Access service and following the instructions on the “Manage Users” dashboard.

The Shared Access User(s) will have the option to accept or decline the Shared Access User assignment. Once a Shared Access User accepts an assignment, and completes the Shared Access User enrollment, any assigned accounts will automatically appear on the Shared Access User’s account summary screen in the Shared Access section.

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

Removing a shared access user: Any person who is enrolled in Shared Access that has authority to make changes to the eligible account may remove a Shared Access User by logging in to Digital Services and selecting “Remove User” within the “Manage Users” dashboard.

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

Notifications

The Shared Access User will receive an email notification of the Shared Access assignment (and any changes to the Shared Access User role).

Confidentiality

The Shared Access User is not exclusive to any account, or any person, meaning that a Shared Access User may have access to multiple accounts at the same time. You are responsible for determining if the Shared Access User has access to other accounts. Any additional limitations you impose on the access and the use of your account information, is strictly between you and the Shared Access User.

Statements and notices

For most accounts, you have the right to receive paper statements and other account-related notices for any account that you access electronically, but you may elect to receive electronic versions of account statements and notices (e-statements) as detailed below.

Generally, the cycle time for your e-statements will be the same frequency as your paper statements. When you start receiving e-statements, you (and any joint owner) will begin to build a seven-year electronic document history that will be available within Digital Services.

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 and may also be able to gain access to information from before the time you added them to the account by searching account history for 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. Contact us to request a paper copy of any disclosure, notice or other document. Copies of required regulatory disclosures and tax statements will be mailed at no charge. Reverting to paper delivery, requesting copies of previously issued account statements, and requesting copies of checks or other account-specific items may incur a fee. (See your Consumer and Business Pricing Information brochures for paper delivery pricing information.)

You are responsible for downloading and saving your electronic documents for your own purposes. If you close an account, you will no longer have digital 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 request a paper copy of any past statement by contacting us.

E-statement availability alert

When you enroll in e-statements, you will be automatically enrolled in e-statements availability alerts. These alerts will be sent in accordance with your notification preferences. Please see the account alerts section for more information on managing your account alerts.

By enrolling any account in e-statements, **you agree that the e-statements availability alert constitutes the date of delivery of such e-statement.** The statute of limitations regarding claims related to any items disclosed in a particular e-statement begins on the date we notify you that an e-statement is available. Any failure to access, view, print and/or save an e-statement will not impact the statute of limitations.

Tax statements

By default, you will receive paper versions of your tax statements and you must separately enroll for 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

If you enroll in e-statements, you will also receive electronic versions of any notices that may be periodically provided with your account statements. For example, important annual disclosures that are normally provided with your paper statements will now be delivered to you electronically along with your e-statements.

Any account owner may enroll in e-statements for accounts in which they have an ownership interest. If an account has multiple owners, the enrolled account will no longer appear on any paper statement, but it will be available to all owners who use Digital Services. If you were receiving information for multiple accounts on your paper statement, please be aware that, after e-statement enrollment, you will begin to receive a separate e-statement for each account that is registered.

Managing your delivery preferences

You may manage your delivery preferences for e-statements and notices by logging in and updating your paperless preferences or by contacting us. Note that for electronic tax statements, you must unsubscribe in writing. 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 will be discontinued. Statements and notices that were previously presented electronically 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 contacting us.

In addition to having access to images of cancelled checks from your transaction history within Digital Services, you also have the option to add the images of cancelled checks to your e-statements. For accounts that are eligible to receive images of cancelled checks, you can manage this feature by logging in and updating your paperless preferences.

[Account alerts](#)

Account alerts are notifications and reminders (such as low balance alerts) related to your accounts. Account alerts and alert options vary based on the type of account. Generally, you may choose which account alerts you would like to receive, the account(s) to which the alerts will relate, and up to three email address or mobile numbers to which the alerts will be sent. You agree to notify us of any change to your contact information to ensure continued delivery of your account alerts. Message and data rates may apply, and the message frequency depends on the account settings you select.

Managing your alerts

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.” 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 alerts but will not be presented until the alert status is changed to “active.”

Delivery of alerts

Account alerts will be sent at various times on any day that transactions meeting your specified criteria occur. 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). 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).

FEATURES TO HELP YOU MOVE MONEY

[General terms](#)

Restricted use

You agree that you will not use Digital Services for any of the following payments or requests for payments:

- Requests for the payment or collection of an overdue or delinquent debt owed to you, 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 (including, but not limited to, internet gambling).
- Using Zelle® for payments to state or federal governmental entities (e.g., payments for fines or taxes).
- Using *Zelle* for 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 Digital Services, or limit your ability to transfer money to specific recipients, if we deem such activity 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 Digital Services for prohibited payments.

Accuracy

It is your responsibility to ensure the accuracy of any information that you enter, 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 the payment if you mistype the account number, the telephone number, or the email address; if you incorrectly enter the dollar amount; or if you duplicate a transaction because you believe the initial transaction was not successful.

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

Authorization

When we receive a Payment Instruction from you, you authorize us to debit your Payment Account and remit funds on your behalf. You also authorize us to credit your Payment 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. When you use Digital 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 card account is treated as a cash advance from that account and is subject to the terms of your cardmember agreement.

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 case, you are responsible for any insufficient funds or overdraft charges 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.

Payment method

We reserve the right to select the method for completing your Payment Instruction. These payment methods may include a payment using the ACH network, 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.

Limits on liability

Mobile check deposit: You indemnify and hold us and our Service Providers harmless from and against any and all claims, demands, damages, losses, liabilities, penalties, and expenses (including, without limitation, reasonable attorney fees and court costs) arising directly or indirectly due to any of the following:

- Your failure to follow the check eligibility or endorsement standards outlined in this Agreement.
- Your breach of any check presentment representation or warranty.
- Any of your acts or omissions in the capture, creation, or transmission of the Electronic Deposit.
- Any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit.
- Loss caused by our acceptance of the Electronic Deposit in lieu of the original paper check.

Money transfer services: We are responsible for your actual losses that are directly caused by our failure to initiate or cancel your properly entered and transmitted Payment Instruction. However, we will not be liable for any of the following:

- If you do not have adequate funds in your Payment Account to complete a transfer from that account, or if that account has been closed, or if withdrawals from your Payment Account have been prohibited by a court order such as a garnishment or other legal process.
- If you have not properly entered a Payment Instruction in accordance with this Agreement, if your computer fails or malfunctions, or if Digital Services was not working properly and this problem should have been apparent to you when you attempted to initiate a Payment Instruction.
- If you do not initiate your Payment Instruction soon enough for your payment to be made and properly credited by the Payee by the time it is due, or if we make a timely bill payment, but the Payee does not credit your payment promptly after receipt.
- If circumstances beyond our control prevent or delay the execution of your Payment Instruction. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, mail carrier delays, actions of third parties (such as Payees), equipment failures, and natural disasters.
- 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 these 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 these damages.

Managing your payment instructions

You have options to manage the Payment Instructions you establish using Digital Services. As stated in more detail below, your ability to cancel or edit a payment will depend on the way the payment was initiated and whether the payment has begun processing.

Pre-authorized payments: If your payment has already started processing, you will be unable to cancel the payment. For pre-authorized payments that have not started processing, you must cancel or edit the Payment Instructions at least three Business Days before the scheduled payment date. Examples of pre-authorized payments include scheduled bill payments and recurring payments to your electronic billers. If you order us to cancel a *preauthorized recurring payment* at least three Business Days before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

Zelle® payments: One-time *Zelle* payments process immediately and cannot be canceled or edited. You may cancel or edit scheduled *Zelle* payments at any time before the scheduled payment date. You may also cancel a pending *Zelle* payment that the Recipient has not claimed.

Stop payment order

In addition to your options for managing Payment Instructions, eligible Consumer and Business Accounts may also permit use of Digital Services to initiate a stop payment order. A stop payment order is a formal request to stop the payment of a paper check, series of checks, or an electronic payment (ACH/Debit). **If you believe that your check book or debit card is lost or stolen, or you otherwise believe someone may attempt to initiate unauthorized transactions on your account, please call our Fraud Liaison Center immediately (877-595-6256).** Stop payment orders are described in more detail in the account agreement for your account, and the charge for each stop payment order will be the current charge for that service as detailed in the Consumer or Business Pricing Information Disclosure.

Submitting a stop payment order does not guarantee that the payment will be stopped; our ability to process a stop payment order will depend on the payment method and whether final payment has been made. A stop payment order does not change the existing agreement you may have with the payee and the payee may still have the right to collect payment. If you need to cancel a stop payment order, you may cancel the request within Digital Services or by contacting us. Stop payment orders that are canceled through Digital Services or by calling us will be processed immediately. If you notify us in writing, it can take up to seven Business Days to process the cancellation.

Electronic payments: You must request the stop payment order at least three Business Days before the scheduled payment date to ensure that the payment has not started processing. If your electronic payment has already started processing, or has completed processing, you cannot initiate a stop payment order or otherwise stop the payment. A stop payment order for an electronic payment does not expire. If you order us to stop a *preauthorized recurring payment* at least three Business Days before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

Paper payments: You may request a stop payment order for a paper check (or series of checks) drawn on your account that has not been presented for payment. If the paper check has been presented for payment, or has already been paid, you cannot initiate a stop payment order or otherwise stop the payment. A stop payment order for a paper payment will remain in place for up to 24 months.

Mobile check deposit

Mobile check deposit is a service that allows you to remotely deposit paper checks into an eligible Consumer or Business Account. We will process and collect your Electronic Deposit through the check collection system just as we would a paper check.

You may only deposit 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. We reserve the right to reject any deposit for any reason.

The following items are specifically **not eligible** for mobile check deposit:

- Checks, including traveler's 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 more than 180 days old
- Checks that contain erasures or checks that have been altered

Depositing your check

If you believe you may have deposited a check more than once, please contact us immediately.

Endorse the check: The check must be endorsed by all the payees of the check (except alternate payees) and deposited into one of the payees' accounts.

Enter the amount of the check: Enter the amount of the check carefully, as you are responsible for any errors you make in the mobile deposit process.

Create a check image: Mobile check deposit will use the camera on your mobile device to take a picture of the front and back of your check.

Confirmation and receipt: Within minutes of submitting an Electronic Deposit, you will receive an email message from us confirming that we have received 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 rejected or accepted for processing. 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.

Performance of mobile check deposit may be affected by external factors such as communication network latency. An Electronic Deposit is not considered "received" by us unless we send you a message confirming that we received it.

Deposit limits

There are limits to the amount that you may deposit at any given time using mobile check deposit, as follows:

- **Per-item limit:** Limits the amount of each item you deposit and applies to each separate item you deposit.
- **Daily limit:** Limits the total combined amount of all items deposited on a calendar day. Deposits made after 9:00 p.m. Central Time will apply to the daily limit of the next calendar day.
- **Weekly limit:** Limits the total combined amount of all items deposited during any consecutive seven-day period. This means that, on the calendar day you make a deposit, we add all other mobile deposits you made during the previous six calendar days (if any) to determine your weekly limit. (If you make a deposit after the 9:00 p.m. Central Time daily cutoff time, we will add all of your mobile deposits from the next day as well as the previous six calendar days to determine your weekly limit.)

Customers with certain deposit limits will have their entire deposit amount held for five business days, with funds available by the sixth business day. See "Delayed funds availability" below for more details. 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 on screen at the time of deposit.

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 and may have faster funds availability. 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, you may incur a fee if you overdraw your account.

Mobile check deposit is available 24/7/365, but the availability of the accepted deposit is subject to the following Business Day processing cutoff times:

- Deposits submitted and accepted before 9 p.m. Central Time on a Business Day: Generally, the first \$225 of your total daily deposits will be available immediately and the balance of your total daily deposits will be available on the next Business Day.
- Deposits submitted and accepted after 9 p.m. Central Time on a Business Day (or items deposited on a non-Business Day): These deposits will not be processed until the next Business Day, which will be considered the recorded day of your deposit. Generally, we will make the first \$225 of your total daily deposits available on the recorded day of deposit with the balance of your total daily deposits available on the next Business Day.

Delayed funds availability

In certain circumstances, and at our discretion, your entire deposit (or a portion of your deposit) may be delayed for a longer period under the following circumstances:

- We believe a check you deposit with us will not be paid.
- You deposit a check(s) totaling more than \$5,525 on any one day, or otherwise exceed your deposit limit.
- You have overdrawn your account repeatedly in the last six months.
- You deposit one or more checks totaling an amount requiring the paying financial institution to verify that the check(s) will be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available. In most cases, funds will be available within one to seven Business Days after the recorded day of your deposit.

Returned items and other problems with your deposit

If a check is returned to us for any reason, you agree that we may charge your account for any and all fees associated with the returned item.

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

Marking, retaining, and destroying original paper checks

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

Retention and destruction: Retain all checks for at least two Business Days after the deposit is made in case a check is returned and you need to re-deposit the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 30 days after deposit.

Re-presentment: If we determine that we require the original paper check to process your deposit, 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.

Limitations of mobile check deposit

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 for mobile check deposit.

You may not use mobile check deposit if:

- The current balance of your deposit account is negative by \$1000 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.

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.

Representations and warranties

With respect to each Electronic Deposit, you make any representation or warranty that would have applied had you deposited the original paper check. This includes representations and warranties we make on your behalf when we transfer, present, or originate the Electronic Deposit created from your 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.

Transfer money between accounts

You may transfer funds between the eligible accounts you hold with us (“**Internal Transfer**”), or between the eligible accounts you hold with us 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 credit product you have with us and transfer those funds to your linked Consumer, Business, or verified External Account.

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 account transfers: Funds transfers to or from your prepaid account are limited and have different timing and delivery options than described below; see your cardholder agreement for details.

Timing and delivery

Internal Transfers initiated before the daily cutoff time are generally posted immediately. In some cases, transfers involving a Brokerage Account may be delayed up to three Business Days. The daily cutoff time, which varies based on the type of account, is described on screen and in the account agreement for that specific account.

Standard External 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.

Next Day External Transfers 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 cutoff time, or transfers initiated on a non-Business Day, will begin processing on the next 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 on account transfers

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. Transfers between Consumer, Business, Brokerage, or verified External Accounts require a minimum transfer amount of \$5.

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

Linking your external account

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 validate a new email address. In either case, we will send a message containing a validation code to the email address you have selected.

External account verification: You must verify your External Account by entering in the account type, the account number, and the ABA/Routing number of your External Account. As part of the verification process, you may be asked to confirm trial deposits into your External Account. Once you receive the trial deposits into your External Account, you will be asked to confirm the amount that was deposited.

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 us and our Service Providers 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 we take pursuant to your External Transfer instructions.

[Send money with Zelle®](#)

We have partnered with the Zelle Network® (“Zelle”), a convenient way to send, receive, and request money to or from a Payment Account by using an email address or a mobile phone number. (*Zelle* provides no deposit account or other financial services and you may not establish a financial account of any kind with *Zelle*. *Zelle* neither transfers nor moves money; all money will be transmitted by the participating network bank.)

With *Zelle* 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

Zelle is intended to help you send money to friends, family, and other people or businesses you know and trust. Do not use *Zelle* to send money to anyone you do not know or trust. You agree that neither we nor *Zelle* are responsible for resolving any dispute you have with another person or business you have sent money to, or receive/requested money from, using *Zelle*.

Enrolling with Zelle

To send or receive money with *Zelle* you must enroll with *Zelle* by linking a Payment Account to your email address and/or a mobile number. You may link more than one email address and/or mobile number to the same Payment Account, but you cannot link the same email address and/or mobile number to more than one Payment Account.

The email address and/or mobile number you provide must be one that you regularly use and intend to use for an extended period of time. You may not enroll in *Zelle* with a landline, Google Voice, or a Voice over Internet Protocol number.

You agree to immediately notify us and update any of your enrolled email addresses or mobile phone numbers that are transferred, surrendered, or otherwise compromised; failure to do so may result in delayed or misdirected payments.

We reserve the right to unenroll any email address or mobile number that you enroll with *Zelle*. For example, we may unenroll your enrolled email address or mobile number after a period of inactivity, or if we receive notice from your wireless operator that you have changed your phone number or changed mobile service providers.

Managing your Zelle recipients

You may manually add Recipients to your Zelle Recipient list by typing in the first and last name of the Recipient along with the Recipient's mobile phone number and/or email address.

You may also grant permission for the U.S. Bank mobile app to access your personal contact list stored on your mobile device. This allows you to easily add a personal contact to your Zelle Recipient list simply by tapping the name of the contact.

Zelle Ready Contacts is an optional feature that allows you to see which of your contacts are already enrolled in Zelle – making it easier to pay your Recipients with confidence. With your permission, we will share the name, mobile number, and email address for your personal contacts with Zelle to validate which of contacts are already enrolled in Zelle. Zelle does not store or otherwise use your contacts for any other purpose.

Sufficient funds

We debit funds from your Payment Account when you initiate a transfer of funds to another person, and you agree to maintain enough funds in your Payment Account to cover the any payments you initiate through Zelle. Any line of credit linked to your Payment 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 Zelle if you do not maintain enough funds in your Payment Account.**

Transaction limits

For security reasons, we limit the amount of money you can send or request through Zelle. Your current Zelle limits will always be displayed on screen at the time of your Zelle transaction. **We may change these limits at our sole discretion based on periodic risk assessments.**

Fees

Business Accounts that receive money with Zelle at U.S. Bank may be charged a processing fee -- see your Business Pricing Information disclosures for pricing information.

Receiving money

All transfers of money to you shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Most transfers to you will occur within minutes, but to protect you, us, Zelle, and other network banks, there may be other circumstances when a payment may take longer. For example, a payment may be delayed if we need additional time to verify your identity (or the identity of the person sending money), to prevent fraud, or to meet regulatory obligations. If we delay or block a payment 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 sending the money.

Sending money

When you send money, the receiving financial institution may execute your Payment Instructions by exclusive reference to the registered email address or mobile number you enter, even if the email address or mobile number does not correspond to the name of the intended Recipient. The financial institution holding the receiving account may choose not to investigate discrepancies between the registered email addresses/mobile number and account names, and we do not have the ability to investigate discrepancies between registered email addresses/mobile numbers and account names at other financial institutions.

Most transfers from you to other users will occur within minutes, but to protect you, us, Zelle, and other network banks, there may be other circumstances when a payment may take longer. For example, a payment may be delayed if we need additional time to verify your identity (or the identity of the person receiving money), to prevent fraud, or to meet regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your contact preferences.

If you are sending money to a Recipient that has not enrolled with Zelle, the transfer may take up to two Business Days from the day the Recipient responds to the payment notification by enrolling in Zelle. You

understand that a Recipient to whom you are sending money and who is not enrolled in *Zelle* may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

Requesting money

You may use *Zelle* to request a payment by sending a short message to any person's email address or to a mobile phone number that is already registered with *Zelle*. 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 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 person receiving the request initiates a payment to you. You will receive confirmation from us when the funds have been credited to your account.

You may cancel requests at any time before the receiver of the request initiates a payment to you; all unanswered requests will expire after 30 calendar days.

You agree that you are not engaging in the business of debt collection by attempting to use *Zelle* to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

Requests for money are solely between you and the other party. 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.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific people/businesses, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome.

Message content

You are responsible for all communications you send through *Zelle*. We and other Service Providers have the right but not the obligation to monitor and remove content that we at our sole discretion find objectionable.

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. If the Recipient does not claim the money within 14 calendar days, *Zelle* automatically cancels the request and returns the money to your Payment Account.

[Make payments](#)

With Digital Services, you can make and manage one-time or pre-authorized automatic recurring payments to eligible accounts you hold with us, to another person, or to a business located in the United States.

Types of payments

One-time payment: You may establish a one-time payment to any Payee located in the United States.

Manually created payment schedule: You may establish pre-authorized recurring payments to any Payee in the United States. When establishing your Payment Schedule, you must choose:

- The payment amount: This must be the same amount for each pay period, with the exception that 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, or 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.

Automated payment schedule: You may establish pre-authorized recurring payments to select accounts you hold with us and/or your electronically presented bills. When establishing an automated Payment Schedule, you must choose:

- The payment amount. The amount you authorize may be either the total amount due or the minimum amount due.
- The Payment Account.
- The date of the payment. This may be the date that the bill was received and posted within Digital Services, the listed due date of the bill, or a specific number of days before the due date of the bill.
- 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.

If you have arranged for preauthorized recurring payments that will vary in amount, the biller will notify you of the amount to be deducted from your Payment Account ten calendar days before the payment date.

Scheduling payments

When scheduling payments, you should 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 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.**

Payment delivery

Standard: When establishing a one-time payment, we automatically select the first available standard delivery payment date for your Payee. You then have the option of changing your payment date to an express delivery date (when available) or a future standard delivery date.

Express delivery: Express delivery is a feature 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 displayed when you are scheduling the payment. Typically, same-day payments are available for Payees able to accept electronic payments and overnight payments for Payees that only accept paper check payments.

Express delivery is \$14.95 per payment. Express delivery is one of many options available to deliver a payment to a Payee and there may be alternate lower-fee or no-fee options available.

Early check presentment

If a payment is received by the Payee and presented to us for payment before your requested payment date, we will be responsible for any fees and charges you incur as a result of not having sufficient funds due to a payment being presented before your requested payment date. *If you notice an item that has posted before the requested payment date, please notify us immediately.*

Unsuccessful payments

We will process your Payment Instructions 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 your payment because of insufficient funds in your Payment Account, or if the payment would exceed the credit or overdraft protection limit of your Payment Account.

At our discretion, we may process your Payment Instructions and send funds to the Payee prior to successfully debiting your Payment Account. If we complete such a transaction and are not able to debit your Payment Account, you agree to the following:

- We may attempt to re-debit your Payment Account.
- You will reimburse us immediately upon demand the amount of the payment if we have already delivered the payment to the Payee.
- If applicable, you will pay us insufficient 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.

Returned payments:

Payees may return payments for various reasons such as the Payee account number is not valid, the Payee is unable to locate your account, or the Payee account is paid in full.

A payment may also be returned by the United States Postal Service (“USPS”) for reasons such as the address provided is invalid, or the payee’s forwarding address has expired.

For returned payments, we will work with you to correct the returned payment (and return it to your Payee), or we will void the payment and credit your Payment Account.

Bill discovery

Bill discovery is an optional feature that is designed to help you find and add billers to your profile. With your permission, we search our merchant database and use information from your credit report to generate a list of potential billers, and you choose which billers are added to your list. By using this service, you authorize us to make a soft inquiry on your credit report for the exclusive purpose of finding potential billers. A soft inquiry generally does not impact your credit score, is not visible to other creditors, and does not incur a fee. This soft inquiry will be displayed on your credit report as: ND FISV/CKFR.

Electronic bill presentment

You may import the payment information from select external billers to assist with setting up manual or automatic Payment Schedules.

Activation: The biller reserves the right to accept or deny your request to receive electronic bills. The presentment of your first electronic bill may vary from biller to biller and may take up to 60 days, depending on billing cycles. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the biller.

Authorization to obtain bill data: A biller may ask you to provide us with your username and password for that biller. By doing so, you authorize us to use the information to obtain your bill data.

Information provided to the biller: We are unable to update or change your personal information on file with your biller, so you must contact your biller directly to make such changes. 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 requesting electronic bill presentment so that the biller can contact you to verify your request.

Notification: You will receive a notification in accordance with your contact preferences when a new bill has been posted. In the event you do not receive a notification, it is still your responsibility to monitor your billers to ensure the delivery of your bills. *You are responsible for ensuring timely payment of all bills.*

Cancellation: The biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time, but it may take up to 60 days, depending on the billing cycle of each biller. If you cancel electronic bill presentment, it is your sole responsibility to arrange for an alternative form of bill delivery. We will not be responsible for presenting any bills that are already in process at the time of cancellation.

Non-Delivery: You agree to hold us harmless if the biller fails to deliver your bill, and it is your sole responsibility to notify your billers directly if you do not receive your electronic bills. Copies of previously delivered bills must be requested from the biller directly.

Accuracy: We are not responsible for the accuracy of your bills, 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.

Limitations

Transaction limits: We reserve the right to limit the frequency and dollar amount of transactions from your Payment Account(s) for security or regulatory reasons and to charge or limit access for payroll payments.

Payee restrictions: You can only pay Payees within the United States and U.S. Territories. We reserve the right to refuse to pay Payees.

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

Account restrictions: Restricted accounts, including 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 you are subject to the following additional limitations:

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

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.

Domestic Wire Transfers

You may initiate a wire transfer from an eligible Consumer or Business Account to a Recipient located in the United States by providing us with the Recipient's name, address, U.S. bank account and routing number. You acknowledge that any bank involved in a wire transfer (including us) may rely exclusively on the Recipient information you provide.

Security procedures

You acknowledge that the process for accessing digital wire transfer services, including providing your Log-in Credentials, one-time passcode, and any other authorization confirmation procedures that may be required, are a commercially reasonable method of securing against unauthorized digital wire transfers. You agree to be bound by these procedures, and to give us reasonable, timely notice of any possible unauthorized use of your Log-in Credentials. **We may process any wire transfer (as well as any permissible amendment or wire transfer cancellation request) that we believe you authorized if we act in compliance with our security procedures. Any such payment order will be deemed effective as if you made it, and you will be obligated to pay us the amount of that order, even though you did not authorize or transmit the order.**

Fees

Wire transfers incur a fee established by U.S. Bank. See your Consumer and Business Pricing Information disclosures for pricing information. The fee will also be displayed when you initiate a wire transfer. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process.

Scope of Service

Parameters for sending domestic digital wire transfers include, but are not limited to, the following:

- Transfer: Wire transfers are non-repetitive payment orders, meaning an initiated wire transfer is only valid for a single transfer. A wire transfer may be initiated for immediate processing, or it may be scheduled in advance for any Business Day within the 15 calendar days before the wire is sent. Wire transfers are subject to amount and frequency limits, at our discretion. Limits will be displayed when you initiate a wire transfer.
- Geography: Transfers are limited to domestic (U.S.) Recipients only, as with other services under this Agreement.
- Currency: Digital wire transfers can be made in U.S. currency only.
- Wire Method: Wires may be sent by the Fedwire or other payment system. Payment orders sent by Fedwire are subject to the Federal Reserve's Regulation J. Payment orders sent via other payment systems will be subject to the rules of those systems. We may route payment at our own discretion for each outgoing wire transfer.

Cancelation

A wire transfer initiated for immediate processing is sent immediately. A wire scheduled for a future date may be canceled or edited any time before the scheduled payment date (i.e., until 11:59 p.m. Central Time on the prior date). **A wire transfer is irrevocable once payment has been transmitted to the Recipient's bank.** At your request, we may ask the Recipient's bank to return funds previously transferred, but you acknowledge the Recipient's bank is under no obligation to comply with this request.

Limits on liability

Your protections, and our liability, for unauthorized wire transfers are more limited than those for some other Digital Services described in this Agreement.

Your, and our, rights and obligations regarding wire transfers are governed by (a) your account agreement; (b) this Agreement and any other separate written agreement you may have with us related to wire transfers; and, (c) to the extent not otherwise specified in any other agreement, Article 4A of the Uniform Commercial Code as enacted in the state in which you have an account with us. All transactions are also subject to possible limitations under federal law and regulation, including possible U.S. Treasury's Office of Foreign Assets Control restrictions.

Specific limits on our liability include, but are not limited to, the following:

- We have no duty to detect any mistake in the Recipient information you provide and are not liable for any resulting transfer errors or loss of funds.
- You expressly agree that we are liable only for our negligent performance or non-performance of a wire transfer, and our responsibility is limited to exercising reasonable and ordinary care in processing your transaction. We also are not liable for any error, delay, or any other commission or omission by any third party we use in facilitating a wire transfer.
- If we make an error in the transfer amount resulting in sending an amount different from the amount you requested – either transferring more or less than you requested, our liability is limited to correcting the error. If we transfer more than the amount requested, we will refund the amount erroneously paid, with any limited interest required.
- Unless otherwise required by law, we will not be liable for special, indirect, or consequential damages of any kind. We also are not liable for attorney's fees, except where required by law.

FEATURES TO HELP MANAGE YOUR MONEY

Account aggregation services

Account aggregation services help you, and/or your financial advisor, manage your finances by allowing us to retrieve account information from your accounts held at other financial institutions and provide you with a consolidated view of your finances. Account aggregation provided within Digital Services is not available for all types of accounts.

Authority to access accounts on your behalf

We need your authorization before retrieving your account information held at other financial institutions and you will need to separately link each account you direct us to access on your behalf. You represent that you are a legal owner, or an authorized user, of the account(s) at other financial institutions which you access through Digital Services, and that you have the authority to designate us as your agent and provide us with the passwords, usernames, and all other information associated with accessing your account(s) at other financial institutions.

You grant us a limited power of attorney and appoint us as your lawful attorney-in-fact and agent, with full power and authority to access third party internet sites, servers, or electronic documents to retrieve information on your behalf. You grant us the ability to use this information in your name and in your place, in any and all capacities, including in the same ways that are permissible by you in person. You understand and agree that we are not sponsored or endorsed by any third-party site. **You acknowledge and agree that when we access and retrieve information from third-party sites, we are acting at your request and with your permission and authorization, and not on behalf of the third-party sites.**

License to use your information

Your use of account aggregation services within Digital Services is your authorization for us, as your agent, to access third-party sites which you designate to retrieve your information. You are licensing to us any information, data, passwords, materials or other content (collectively, “**Content**”) provided through, or in connection with, such account aggregation services. You agree that we may store, use, modify, display, distribute, and create new material using such Content for the purpose of providing services to you.

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.

Any information displayed or provided as part of the account aggregation service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.

Third-party account aggregation services

Some companies offer financial management tools that allow you to access account information (including account statements and tax documents) from a variety of sources so that you can view multiple accounts at a single online location. These 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 such a service you authorize that service to access your account which may include the ability to initiate transfers to or from your account. Please use caution when providing personal information and Log-in Credentials to third party service providers and read and understand the third party’s privacy and security policies before sharing any personal information with the service.

Any use of a third-party site is at your own risk. If you elect to provide your Log-in Credentials or other information about your accounts to a third party, you are responsible for the use of your account or the disclosure of any personal information by the third party. Please see the section “privacy & security” in this Agreement for more information on safeguarding your Log-in Credentials. Should you decide to revoke any access you have given to a third party, you must contact us, in which case we may need to block your access to Digital Services until we issue new Log-in Credentials.

[Tools, calculators, and personal financial management software](#)

Our Digital Services may contain financial tools or insights based on your account activity, which are provided for educational purposes only. We do not guarantee the accuracy of the tools or information provided. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use or reliance on the information provided by any of the tools or insights.

You may download certain transactional data for use with other software tools and products created by parties that we do not own or control, including personal financial management software. If you install or use such software, you are responsible for obtaining any applicable license agreements. You assume all risks of any software that you install, download, or use, and you understand that any information you enter into third-party software may be accessed by unauthorized third parties. If you use the third-party software to transmit information, you and the third-party provider are responsible for the security and confidentiality of that information.

FEATURES TO HELP MANAGE INVESTMENT ACCOUNTS

[Access to additional account details](#)

You may access other agreements and additional account information related to your Wealth Management Account(s) through the U.S. Bank Trust and Investments Online portal or the U.S. Bank Trust and Investments mobile app. The information provided within any of these services is read only; **transactions for your Wealth Management Account(s) must be initiated and conducted through your account/relationship manager.**

You may access additional account information related to your Brokerage Account(s) through the U.S. Bancorp Investments Online portal or the U.S. Bancorp Investments mobile app.

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 this Agreement and provides additional terms and conditions that govern use of market data and the various exchange networks.

Self-Directed Investors for brokerage accounts

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 Digital 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:

- We do not make discretionary investments on your behalf; all transactions will be initiated only on your order or the order of your authorized delegate.
- We do not provide investment advice in connection with your Brokerage Account and do not offer any opinion regarding the suitability of any transaction, security, or order.
- We do not provide internally generated research, and the availability of research reports through any of our websites does not constitute a recommendation to enter into 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 any other steps as are reasonable to carry out your instructions.
- To act upon oral instructions based on the reasonable belief that you provided the instruction.

Brokerage account trades

Choice of exchange

You understand that we 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 we 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 we 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 we grant 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 us 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, we are authorized, in our discretion and without notice to you, to i) delay settlement, ii) purchase comparable property to cover your position, or iii) cancel the transaction. We may also charge any loss (including Interest), commission and fees to your Brokerage Account.

Buy orders

For property that you direct us 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, we are authorized, in our 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. We 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 us to act on your behalf to pay such dividend/distribution to the entitled purchaser of the securities you sold. You guarantee to promptly reimburse us for said dividend or distribution.

Order handling and review

You understand that certain orders may be subject to manual review and entry as part of U.S. Bancorp Investments normal order handling process. These reviews may cause delays in the execution of your orders and may cause your orders to be executed at prices that are different from the price quotes obtained when the order was entered. You understand that U.S. Bancorp Investments reserves the right at its sole discretion to decline to accept any order or change its requirements for certain securities or classes of securities without advance notice. You understand that U.S. Bancorp Investments, at its sole discretion and without prior notice to you, may prohibit or restrict your ability to trade. U.S. Bancorp Investments cannot guarantee requests to cancel or modify an order. U.S. Bancorp Investments may receive late and/or erroneous trade reports from the marketplace where your order is executed, which may result in an adjustment to your order or the information on a trade execution reported to you.

Transaction review

You understand that certain transactions may be subject to review and must be in good order before approved by U.S. Bancorp Investments and processed; such reviews could cause a delay in processing. In addition, transactions not in good order can potentially cause delays. You acknowledge and agree to accept any risks arising from such delay.

Limitations

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 access to investment accounts

We may suspend or terminate 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.

Closing a Brokerage Account will not affect the rights and/or obligations of either party incurred before the date the Brokerage Account is closed.

ADDITIONAL TERMS OF USE

Help and assistance

In addition to our online FAQs, tips, and other resources, the CoBrowse and ScreenShare services allow you to authorize us to view your screen along with you to provide real time assistance or troubleshoot issues you may be experiencing on your device.

CoBrowse

CoBrowse enables us to view your active Digital Services session in a limited capacity to provide you with live on-screen assistance while interacting with Digital Services. We will only be able to CoBrowse with you within Digital Services and will not be able to view other applications on your device.

ScreenShare

ScreenShare enables us to view your active Digital Services session with expanded access to provide you with live on-screen assistance while interacting with Digital Services. This expanded access will enable us to provide you with real-time assistance to respond to and/or address your needs. We will be able to see any open applications that are running on your device.

Ending the CoBrowse or ScreenShare Session

You may end your session at any time by clicking “End Session,” or by closing your web browser / App.

Automated chat

Some help and assistance features of Digital Services may use automated chat functionality. If you would like to speak to a personal representative, please call us at a number at the end of the Agreement.

Fees

While there is no fee for most Digital Services, there may be a fee associated with some enhanced features of Digital Services. These fees are described within Digital Services when you use such features. Fees may be changed at our sole discretion, but you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees associated with Digital Services and authorize us to deduct the calculated amount from the account(s) you have with us.

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

Other agreements

This Agreement is in addition to other agreements and disclosures that apply to your account(s). For example, when you access your deposit account using Digital Services, the terms and conditions of your deposit account continue to apply. If, however, there is a conflict between this Agreement and other account terms that specifically reference Digital Services, this Agreement will control in resolving those inconsistencies.

Equipment

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software we provide), and services necessary to access Digital Services. You may need additional software that is capable of opening PDF files to view, print, and/or save electronic versions of your documents.

Links to other internet sites and third-party services

Digital 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 websites, 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 regarding any third-party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

Intellectual property rights

All content connected with Digital Services is the exclusive intellectual property of us, our 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 Digital 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 any software or other content associated with Digital Services.

The trademarks, logos, and service marks displayed in connection with Digital Services are the registered and unregistered trademarks of us, our Service Providers, or other third parties. Under no circumstances

may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with these Digital Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any of the Digital Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any of these 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 digital services from outside the United States](#)

Digital Services may not be available in all countries, and you understand that the described products and services are intended for customers located in the United States and U.S. Territories. You also understand that we are based in the United States, and that all information and transactions available within Digital Services are reflected as U.S. currency.

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

[Export control](#)

You acknowledge that your use of Digital 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 Digital Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Digital Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Digital Services in any embargoed or sanctioned country.

[Intended use](#)

Digital Services are intended for customers who are 18 years old or older, or otherwise able to lawfully enter into contracts under applicable law and in connection with your account or cardholder agreement. You agree not to use Digital Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) access the information and content programmatically by macro or other automated means; or (d) use Digital Services in such a manner as to gain unauthorized entry or access to computer systems.

[Changes in terms of use](#)

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

[Delay or suspension of service](#)

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to Digital Services at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of Digital Services include: you close your account, suspicious account activity, or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for Digital Services, you will not be able to send and/or receive payments using any of the Digital Services. If we terminate or suspend your use of Digital Services, we reserve the right to make no further payments from your accounts, including any transactions you have previously authorized.

If you cancel your access to Digital Services, you authorize us to continue to honor the Payment Instructions you have previously authorized until we have 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.

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using Digital Services 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 Digital Services without notice.

Term and termination

We reserve the right to add or eliminate Digital Services, and we may terminate all or part of this Agreement and your use of any or all Digital 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 Digital Services upon our request.

You may contact us to voluntarily terminate your access to Digital Services and withdraw your consent to 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 Digital 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 WE, NOR SERVICE PROVIDERS, REPRESENTS OR WARRANTS THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF DIGITAL SERVICES, OR THE ERROR FREE USE OF DIGITAL SERVICES. ALL DIGITAL 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. 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 WE OR ANY SERVICE PROVIDERS 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 (1) THE USE OR THE INABILITY TO USE ANY DIGITAL SERVICE; (2) 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; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH ANY DIGITAL SERVICE, OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS 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 (1) 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 DIGITAL SERVICE; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS AGREEMENT BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US 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; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF ANY DIGITAL SERVICE OR USE OF YOUR ACCOUNT BY ANY THIRD PARTY. WE RESERVE THE

RIGHT, AT OUR 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 US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

Waiver

We will not be deemed to have waived any of our rights or remedies under this Agreement unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability and 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 the validity or enforceability of 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 your obligations under this Agreement to any other party and we will not honor any such assignment. We may assign this Agreement and you agree that we have the right to delegate to Service Providers all 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 us.

Complete agreement

This Agreement represents the sole and exclusive agreement between you and us regarding Digital Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

DEFINITIONS

The following definitions apply in this Agreement:

The words “we,” “our,” and “us” mean **U.S. Bank National Association (“U.S. Bank”) and/or U.S. Bancorp Investments, Inc. (“U.S. Bancorp Investments”)**, and respective affiliates, employees, 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 in this Agreement. If there is more than one owner, then these words mean each account owner separately and all account owners jointly.

“**Brokerage Account**” means a 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 and Insurance products and services including annuities are: Not a Deposit • Not FDIC Insured • May Lose Value • Not Bank Guaranteed • Not Insured by any Federal Government Agency.

“**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 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.

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

“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.

“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.

“Log-in Credentials” means your personal ID, password, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access Digital Services.

“Payment Account” means 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 Payment Account; eligible accounts will be displayed within the user interface.

“Payment Instruction” means the information you provide for a payment to be initiated to a Recipient or Payee (such as the amount of the payment, the date of the payment, the recipient’s or biller’s name, address, mobile telephone number, email address, or bank account and routing number).

“Payment Schedule” means the pre-authorized payments that you schedule to occur on a specific date or a recurring set of dates.

“Prepaid Account” means an account associated with a card, code or device that is: (1) directly or indirectly established through an employer for recurring electronic payment of an individual’s wages, salary, or other employee compensation or (2) an account other than a Consumer Account issued on a prepaid basis in a specified amount or capable of being loaded with funds thereafter that are intended to be used for electronic transactions.

“Recipient” or “Payee” means a person or business entity that *receives* a payment through Digital Services.

“Sender” means a person or business entity that *sends* a payment through Digital Services.

“Service Providers” means any processor or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with Digital Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

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

CONTACT US

You may contact us through Digital Services, at a branch, or by contacting us as described below. Please note that some account types have unique contact information. Keep in mind that we may not immediately receive electronic messages you send, and we will not take action based on your electronic message 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.

We accept relay calls.

U.S. Bank 24-Hour Banking **800-872-2657**

Business Service Center **800-673.3555**

Monday – Saturday *7 a.m. to 9 p.m. Central*

Outside the United States 503-401-9992

U.S. Bancorp Investments **800-888-4700**
Wealth Management Contact your account/relationship manager
Focus Card (payroll) **877-474-0010**
Focus Card (non-payroll) **888-863-0681**

[Call immediately to report unauthorized transactions.](#)

Fraud Liaison Center **877-595-6256**
U.S. Bancorp Investments **800-888-4700**
Focus Card (payroll) **877-474-0010**
Focus Card (non-payroll) **888-863-0681**

In writing at:

U.S. Bank 24-Hour Banking	U.S. Bancorp Investments
EP-MN-WS5D	EP-MN-WN3C
60 Livingston Ave.	60 Livingston Ave.
St. Paul, MN 55107	St. Paul, MN 55107

Focus Cardholder Services
P.O. Box 551617
Jacksonville, FL 32255

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