

EXHIBIT 3

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S.C. SUPREME COURT

Consumer Account Agreement

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

Effective October 29, 2014

Together we'll go far



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Introduction

Welcome to your new account

Congratulations on opening your new account. We know you have many choices when selecting a financial institution, and we are glad you chose Wells Fargo.

We understand that you may sometimes have questions about your account and related *services*. This document and other documents provided are collectively referred to as the "*Agreement*" and includes the following disclosures related to our consumer deposit accounts and related *services* that we have separately provided to you:

- The *Consumer Account Agreement*
- The *Consumer Account Fee and Information Schedule*, which explains the schedule of our fees and other account related information
- The Privacy Policy
- Rate sheets for interest-earning accounts
- Any additional disclosures regarding your account that we may provide to you from time to time

We value our relationship with you. This booklet contains important information you need to know about your banking relationship with Wells Fargo. You are responsible for ensuring that all *authorized signers* are familiar with this *Agreement*. Unless you have submitted a request to us in writing otherwise, we may communicate information about your account to an *authorized signer* and may treat communications regarding your account that are received from an *authorized signer* as communications from you. You agree to notify the Bank immediately in writing if any *authorized signer's* authority has been terminated.

This *Agreement* governs your account and related *services*, and replaces all prior agreements with the Bank regarding them. By signing the Bank's signature card for your account or using your account or *service*, you will be considered to have received and agreed to this *Agreement*.

You should retain a copy of this *Agreement* (and any information that the Bank provides you regarding changes to this *Agreement*) for as long as you maintain your account with us.

Terminology

- You, the account owner, may also be referred to as "you," "your," or "yours"
- Wells Fargo may also be referred to as "the Bank," "we," "us," or "our"
- The companion booklet, the *Consumer Account Fee and Information Schedule*, may also be referred to as "*Schedule*"
- Certain words used in this booklet are defined in the *Schedule's* glossary

Words with special meaning

In this *Agreement*, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions will be found in this section and elsewhere in this *Agreement*.

Affiliate

An *affiliate* is an entity, other than the Bank, that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized signer

An *authorized signer* is a person whom you have authorized to transact business on your account, whether or not such person has signed the signature card or other documentation for your account. The Bank may continue to recognize your authorization or the Bank's record of it until the Bank has received and had a reasonable time to act upon your written modification or revocation of it.

Available balance

Your *available balance* is the most current record we have about the funds that are available for withdrawal from your account. For more information, please see the section entitled "Determining your account's *available balance*."

Business days

Every day is a *business day* except Saturdays, Sundays, and federal holidays.

Card

Unless the specific context indicates otherwise, "*card*" includes every type of debit card (but does not include any prepaid debit card) and every type of ATM card that the Bank may periodically issue to you. The debit card can also be referred to as the check card.

Deposited item

A *deposited item* is an *item* that the Bank cashes or collects for you or accepts for deposit to your account.

Item

An *item* includes a check, substitute check, purported substitute check, electronic *item*, draft, demand draft, remotely created *item*, remotely created consumer *item*, image replacement document, indemnified copy, preauthorized draft, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip or bill payment instruction), *deposited item* returned unpaid, automatic transfer, and electronic transaction including Automated Clearing House (ACH), Automated Teller Machine (ATM), and card purchase transaction or a photocopy of any of the foregoing. *Item* also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. An *item* may also include a cash-in ticket or a deposit adjustment.

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Words with special meaning

Overdraft

An *overdraft* is any event that results in a negative balance in your account.

Paper item

A *paper item* is an *item* that originates in tangible form.

Service

Any *service* the Bank provides you.

Unauthorized EFT

An *unauthorized EFT* is an electronic fund transfer (such as ATM and debit card transactions, transfers initiated by telephone, ACH debit or credit transactions) that has been made without your permission.

Unauthorized transaction

An *unauthorized transaction* is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you.

Dispute resolution program: arbitration agreement

This part constitutes the arbitration agreement between you and the Bank.

Binding arbitration

If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that upon demand by either you or the Bank, the dispute will be resolved through the arbitration process as set forth in this part. A "dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to *services*, accounts or matters; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access your account(s). It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims.

"Disputes" include disagreements about the meaning, application or enforceability of this arbitration agreement. This arbitration agreement shall survive any termination of your account(s). **YOU AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.**

As the sole exception to this arbitration agreement, you and the Bank retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. If either you or the Bank fail to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Arbitration procedure; severability

You or the Bank may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The parties agree that in this relationship: (1) The parties are participating in transactions involving interstate commerce; (2) The arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) This agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and the Bank. If any provision of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

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Dispute resolution program: arbitration agreement

Rights preserved

This arbitration agreement does not prohibit you or the Bank from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this arbitration agreement shall survive termination or amendment of the deposit relationship or any other relationship between you and the Bank.

Fees and expenses of arbitration

Arbitration fees shall be determined by the rules or procedures of the arbitration administrator, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

Statements and other account related information

Delivery of statements and other account related information to you

Except as expressly provided otherwise in this *Agreement*, the Bank will mail, send electronically, or otherwise make available to you statements for your account, notices and other information regarding your account or any *service* (collectively "account related information") to the postal or electronic address of the owner as reflected in the Bank's records for your account. If there is more than one owner on your account, the Bank may send account related information to any one of them.

- If your account is in a combined statement, your statement is sent to the address associated with the first account (master account) in the combined statement
- Mailed account related information will be deemed to have been delivered the second *business day* following the day account related information was mailed
- Account related information made available electronically will be deemed to have been delivered when the Bank makes it available to you

If there are co-owners on the account, then the co-owner receiving the account related information shall be responsible for providing copies of all account related information to all co-owners of the account, and for combined statements, to co-owners of any other accounts included in the combined statement. If the account owner has advised us to give the account related information to an *authorized signer*, then the *authorized signer* is responsible for providing copies to all account owners.

Your obligation to review statements and account related information and to notify bank of errors

Except as expressly provided otherwise in this *Agreement*:

- You agree to promptly and carefully examine account related information and to promptly notify the Bank of and reimburse the Bank for any erroneous credit to your account
- Within 30 days after the Bank mails, sends electronically, or otherwise makes account related information available to you, you must notify the Bank of any claim for credit or refund due to an *unauthorized transaction*
- Within six months after the Bank mails, sends electronically, or otherwise makes the account related information available to you, you will notify the Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement

Such notification is to be made by:

- Calling the telephone number listed on the statement for your account or in the other account related information for such purpose
- Submitting a written report to the Bank as soon as possible, but in any event, within the time frames specified above

If you fail to notify the Bank within the time frames specified above, the balance shown on the statement for your account or other account related information will be conclusively presumed to be correct and the Bank will be released from all liability for the *items* charged to your account and for all other transactions or matters covered by the statement or other account related information.

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Statements and other account related information

In addition, if you fail to notify the Bank of an *unauthorized transaction* on your account within 30 days after the Bank mails, sends electronically, or otherwise makes available to you the statement or other account related information containing information describing the *unauthorized transaction*, the Bank will not be liable to you for any *unauthorized transactions* committed by the same person on your account that could have been prevented if you had complied with your obligations under this subsection. If you notify the Bank of any claim for credit or refund later than required by this subsection, the Bank will assert on your behalf any claim against a third party that the Bank determines in the Bank's sole discretion is permitted under the laws governing your account.

Combined statements

The Bank will automatically provide to you a statement reflecting your account activity for each statement period. To reduce the number of statements you receive each month, the Bank may combine statements if you have more than one deposit account. If you do not want your statement automatically combined by the Bank, you can opt-out by going into a bank location or calling the number on your statement.

Returned, unclaimed account related information

Unless otherwise prohibited by the laws governing your account, this subsection applies if two or more account related information documents are returned or in the case of online statement email notifications the email notice is returned undeliverable. The Bank may consider your account to be "inactive." This means the Bank may discontinue sending and destroy account related information sent to you until you provide a valid postal or electronic address to the Bank.

Address changes for Bank statements and other account related information

You may instruct the Bank to change the address to which the Bank mails or emails account related information concerning your account at any time. If you are in a combined statement, any owner of the first account (master account) can change the address of all accounts included in the combined statement. The Bank may act on any such instruction purportedly made on your behalf within a reasonable time after the Bank receives such instruction. Unless you instruct the Bank otherwise, the Bank may, in its sole discretion, change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with the Bank. The Bank may change your postal or email address of record if it receives an address change notice from the U.S. Postal Service or if the Bank receives information from another party in the business of providing correct address information that the address in the Bank's records no longer corresponds to your address.

Notices and other mail

Any notice you send the Bank will not be effective until the Bank actually receives it and has a reasonable opportunity to act on it.

Contacting you regarding servicing and/or collections

You agree, in order for us to *service* your account or to collect any amounts you owe, we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to *service* your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us.

Statements and other account related information

Copies of cancelled *paper item*

You can order a copy of a cancelled *paper item* by calling the Bank at the number provided on the statement for your account. When ordering a copy of a cancelled *paper item*, you need to give the Bank your name, account number, *paper item* number, *paper item* amount, and posting date of the *paper item* as shown on the statement for your account. The copy you request will be mailed or otherwise provided to you.

Fraud prevention

Fraud prevention guidelines

To help prevent check fraud and other criminal activities against you, we strongly encourage you to comply with the following fraud prevention guidelines.

- Do not preprint your driver's license or Social Security number (SSN) on your checks
- Call the Bank at the number listed on the statement for your account immediately if your new checks do not arrive within 10 *business days* of your order
- Call the Bank immediately if there are discrepancies you cannot explain on the statement for your account, or if you do not receive your statement or an ordered ATM card
- Store blank and cancelled check copies in a safe place. Remember that your checks provide access to your account. Even blank and cancelled checks have information on them that someone could use to obtain funds from your account. Notify the Bank immediately if any check is lost or stolen.
- Do not leave any outgoing mail containing checks in an unlocked mail collection box or in your residence mailbox. Whenever possible, deposit this type of mail in the designated slots inside your local post office.
- Thoroughly destroy unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them
- Notify the Bank immediately if any form of identification, your checkbook, or any blank checks are missing, lost or stolen. "Identity theft" is on the rise.
- Write your checks in ink and fill in all lines completely
- Write your checks carefully. Make sure that your numbers are readable and that they begin as far to the left side of the line as possible so someone cannot easily insert additional numbers.
- Sign your checks clearly, as illegible signatures are more easily forged
- Do not give anyone permission to sign your name on checks
- Do not give anyone a pre-signed, blank check
- Do not provide account information, including account numbers or Personal Identification Numbers (PINs), to callers, even if they claim to be Bank representatives
- Use tamper-resistant checks at all times. If you do not order your checks through the Bank, ask your check vendor about checks with special security features
- Keep accurate records. You can avoid many fees to your account by keeping an accurate record of your account balance. The statement for your account provides space for you to balance your account for each statement period. Remember to record any transaction you make at an ATM, or by telephone or online. Also remember to record any purchase transaction or automatic payment from your account.

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Fraud prevention

Lost or stolen *paper items*; unauthorized *items*

If any of your unissued *paper items* have been lost or stolen, or if someone is issuing unauthorized *paper items* against your account, or unauthorized *items* occur against your account, you agree to immediately notify the Bank. To the extent you fail to notify the Bank within the time frames specified in the section titled "Your obligation to review statements and account related information and to notify Bank of errors," the Bank will be relieved of any liability for such *paper items*, and unauthorized *items*. Upon receipt of any such notice, the Bank may, at its sole discretion, and without any liability to you take one or more of the following actions:

- Close your account and open a new account for you
- Dishonor any *paper item* you have indicated may have been lost or stolen
- Pay any *paper item* presented for payment on your account, provided you have instructed the Bank to pay such *paper item*, and given the Bank the number of that *paper item*

If the Bank does open a new account for you and you have authorized any other party to automatically make regular deposits to or withdrawals from your account (such as wire or electronic payment transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that other party in a timely fashion of the number of your new account.

Claims of unauthorized transactions; the Bank's rights and liability

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Investigation by the Bank; your agreement to cooperate

The Bank shall investigate any transactions you have reported to the Bank as unauthorized (a "claim of *unauthorized transaction*").

You agree to:

- Submit your claim of *unauthorized transaction* in writing to the Bank by completing a declaration under penalty of perjury describing your claim of *unauthorized transaction* (in an affidavit form approved by the Bank, if so requested)
- File a police report
- Complete and return to the Bank any documents requested of you
- In all respects, cooperate fully with the Bank in its investigation of your claim of *unauthorized transaction*

The Bank shall have the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with the Bank's investigation of your Claim of *unauthorized transaction* or the Bank's efforts to recover funds related to your Claim of *unauthorized transaction* or if the Bank determines that the transaction that gave rise to your Claim of *unauthorized transaction* was proper.

Standard of care

The Bank will meet its standard of care for your account, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an *item* for processing by automated means, "ordinary care" does not require that the Bank examine the *item*. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation of liability; indemnification

WHETHER IN CONNECTION WITH YOUR ACCOUNT OR A *SERVICE*, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS *AFFILIATES*, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, SHAREHOLDERS, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account. The Bank will not have any liability to you if there are insufficient available funds in your account to pay your *items* due to actions taken by the Bank in accordance with this *Agreement*. Except to the extent that the Bank fails to exercise "ordinary care" or breaches this *Agreement*, you agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney fees and legal expenses) arising out of or in any way connected with performance under this *Agreement*. You agree that this indemnification will survive termination of this *Agreement*.

Claims of unauthorized transactions; the Bank's rights and liability

Adverse claims

If any person or entity makes a claim against funds in your account, or if the Bank believes that a conflict exists between or among the owners on your account or that there is a dispute over matters such as the ownership of your account or the authority to withdraw funds from your account, the Bank, without any liability to you, may take one or more of the following actions:

- Continue to rely on the signature card(s) for your account
- Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim
- Freeze all or a part of the funds in your account until the dispute is resolved to the Bank's satisfaction
- Close your account and send a check for the *available balance* in your account payable to you or to you and each claimant
- Pay the funds into an appropriate court

The Bank may charge your account for expenses (including attorney's fees and expenses) and fees the Bank incurs.

Legal process

The Bank may accept and act on any legal process that it believes is valid, whether served in person, by mail, or by electronic notification, at any location of the Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your account. Any such legal process is subject to the Bank's security interest and right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your account. Any fees or expenses (including attorney's fees and expenses) the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank.

"Freezing" your account

As part of the Bank's loss prevention program, when the Bank suspects that irregular, unauthorized, or unlawful activities may be involved with your account, the Bank may "freeze" (or place a hold on) the balance in your account (and in other accounts you maintain with the Bank) pending an investigation of such suspected activities. If the Bank freezes your account, the Bank will give any notice required by the laws governing your account.

Acts beyond the control of the Bank

Neither you nor the Bank shall be deemed to be in default of any of the obligations required to be performed under this *Agreement* if the performance thereof is delayed, hindered, or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of you or the Bank.

Check 21 mandated consumer disclosure

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute checks and your rights

What is a substitute check?

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

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

What are your rights regarding substitute checks?

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

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

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

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

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Check 21 mandated consumer disclosure

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact the Bank at 1-800-869-3557. You must contact the Bank within 40 calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the statement for your account showing that the substitute check was posted to your account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

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

Special notice for check return customers

Your account statement will provide information to inform you that a substitute check has posted to your account. The Bank will grant you rights described above in this notice concerning substitute checks as though you received a substitute check in the statement cycle describing the posting of it.

Deposits to your account

General

Unless otherwise agreed in writing, the Bank may, without inquiry, accept a deposit to your account at any time, from any party, made in any manner, including without limitation, a deposit based on an image of an *item*. The Bank may also refuse to accept all or any part of any deposit. The Bank may require that you deposit an *item* that is made payable to you to your account, instead of permitting you to cash the *item*. Also review the "Funds availability policy".

Collection items

Upon notice to you, the Bank may, in its sole discretion, handle a *paper item* as a collection *item*, instead of as a deposit. This means that the Bank sends the *item* to the issuer's bank for payment and credits your account when the Bank receives payment for the *item*.

Material appearing on the back of items; check legends

You are responsible for losses incurred by any person that cashes or accepts your *paper items* for deposit, if: (i) the loss is due to a delay in the return of the *item*; and (ii) the delay is caused by material appearing on the back of the *item* when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses (including attorney's fees and expenses) that result from a restrictive legend or notation on your *paper items*.

Endorsements

This subsection applies if the endorsement is necessary for the transfer or negotiation of the *item*. You authorize the Bank to supply your endorsement on any *item* that the Bank takes for collection, payment, or deposit to your account. You also authorize the Bank to collect any unendorsed *item* that is made payable to you without first supplying your endorsement, provided the *item* was deposited to your account. The Bank may refuse to pay or cash any *item* or accept any *item* for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the *item*. For example, the Bank may require that all endorsers be present at the time that an *item* is presented to the Bank for payment or encashment or accepted for deposit or collection.

If you issue a check that contains a carbon band, printing, endorsements or other material on the back of the check outside the area extending 1½ inches from the trailing edge of the check, that material could also interfere with endorsements by banks and cause delays in returning the check. Similarly, if you or a prior endorser signs, stamps or affixes an endorsement to a check for deposit which is outside of the area extending 1½ inches from the trailing edge of a check, that material could also interfere with endorsements by banks and cause delays in returning the check. Therefore, you agree that (1) the Bank shall not be liable to you for and (2) you will indemnify and hold the Bank harmless from any and all claims, loss, costs and expenses (including without limitation reasonable attorneys' fees and the costs of litigation) that the Bank or you may incur as a result of the late return of a check caused by carbon band, printing, endorsements or other material on the back of any check drawn on or deposited to your account that extend outside the area extending 1½ inches from the trailing edge of the check. The trailing edge is defined as the left side of the check when viewing it from the front.

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Deposits to your account

Checks bearing notations

Although we are not obligated to, we may pay or accept checks and other *items* bearing restrictions or notations (for example, "void after six months," "void over \$50," "payment in full"), whether on the front or back, in any form or format. If you cash or deposit an *item* or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the *item*. You agree to indemnify, defend and hold harmless the Bank, its *affiliates*, officers, directors, employees, consultants, shareholders, and agents from all losses, claims, damages or expenses, (including attorney's fees and expenses) we incur, in connection with any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account which you have an interest.

Breach of warranties

If you breach any warranty that you make with the Bank or under the laws governing your account with respect to any *item*, you shall not be released or otherwise discharged from any liability for such breach so long as the Bank notifies you of the breach within 120 days after the Bank learns of the breach. If the Bank fails to notify you within this 120-day period, you shall be released from liability and discharged only to the extent that the Bank's failure to provide you notice within such time period caused a loss to you.

When deposits are credited to your account

All over-the-counter deposits or ATM deposits to your account which are received before the Bank's established cutoff time on any *business day* will be credited (and will be considered deposited) to your account as of the close of business that day, and will be reflected in that day's ledger balance for your account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All check deposits received after the Bank's established cutoff time on a *business day* or at any time on a day which is not a *business day* will be credited (and will be considered deposited) to your account at the end of the next *business day*. Certain "pending" deposits, specifically a cash deposit or a transfer from another account, that are made **after** the displayed cutoff time (where the deposit was made) will be included in our nightly processing to pay your transactions if they are made **before** we start our nightly process. These "pending" deposits will be credited (posted) to your account at our next nightly batch process and will reflect that date in your transaction record.

Deposits at Bank

The Bank's funds availability policy describes when funds deposited to your checking or savings account will be available to be used for all purposes. The Bank may change its collection schedule and funds availability policy from time to time, and provide any notice required by law.

Deposits at *affiliates*

You may make deposits at an *affiliate*, provided the *affiliate* agrees. If you make a deposit at an *affiliate*, the availability of the deposit for withdrawal will be described in the *affiliate's* funds availability policy.

Deposits to your account

Deposits of non-U.S. items

The Bank may refuse to accept for deposit or collection an *item* that is payable in currency other than U.S. dollars or an *item* that is not drawn on a financial institution chartered in the U.S. (each, a “non-U.S. *item*”). If the Bank accepts any such *item* for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the *item*. You agree that the Bank may use the Bank’s current buying and selling rate, as applicable when processing a non-U.S. *item* and may recover from any account you maintain with the Bank any loss incurred by the Bank as a result of its processing such an *item* for you. The Bank reserves the right to place longer holds on non-U.S. *items* than the time frames specified in the Bank’s funds availability policy.

Acts and omissions of other financial institutions

When the Bank cashes, collects, or accepts a *deposited item*, the Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a *paper item* or notice of nonpayment in transit or in the possession of others. If a *deposited item* is lost or misrouted during the collection process or its subsequent return:

- The Bank shall have no responsibility to you for the actions or inactions of any collecting or returning bank
- The Bank may charge your account for the amount of the *deposited item* (and reverse any interest that may have accrued to your account in connection with the *deposited item*)
- You agree to cooperate with the Bank in recreating the *deposited item*

Deposited items returned

The Bank has the right to charge back to or otherwise debit any account(s) you maintain with the Bank for any *deposited item* that is returned (assess any associated fees and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Bank does not have actual knowledge that such deadline has expired or, having such knowledge, the Bank concludes that:

- The *deposited item* is returned in accordance with the laws governing your account or rule (including a clearing house rule)
- The Bank has received a breach of warranty claim in connection with the *deposited item*

The Bank has the right to pursue collection of such *deposited item*, even to the extent of allowing the payor bank to hold the *deposited item* beyond the midnight deadline in an attempt to recover payment. The Bank may, without notice to you, redeposit a returned *deposited item* and present it for payment by any means (including electronic means), unless the Bank has received instructions from you not to redeposit such *deposited item*. The Bank will have no liability for taking or failing to take any action to recover payment of a returned *deposited item*.

If one of your *deposited items* is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Bank may debit your account for the amount of the *item* (plus any associated fees) and pay the amount to the claiming party. The Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

The Bank need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any *overdrafts*. The Bank may create substitute checks from your *deposited items* to facilitate the forward collection of such *items*. Certain features of a

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Deposits to your account

deposited item (such as security features) impair the quality of the substitute check that the Bank creates. You agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with such substitute check, including without limitation, any claim based on image quality of such substitute check.

Direct deposits returned by the Bank

If, in connection with a direct deposit plan, funds are deposited to your account and later returned to the originator, the Bank has the right to deduct the amount from that or any other account you have, without prior notice and at any time, except as prohibited by the laws governing your account. The Bank may also use any other legal remedy to recover the amount.

Reconstructing lost or destroyed *deposited items*

If a *deposited item* is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the *deposited item* by promptly:

- Providing the Bank with a copy of the front and back of the *deposited item* from your or the issuer's records
- Asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement *item* to you (if the *deposited item* has not been paid)
- Reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the *deposited item*)

If you fail to cooperate with the Bank, at anytime without advance notice to you the Bank may reverse or otherwise adjust any credit made to your account for a lost or destroyed *deposited item*.

Funds availability policy

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

Determining the day of receipt

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

Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Longer delays may apply

In some cases, the Bank will not make all the funds that you deposit by check available to you on the first *business day* after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second or third¹ *business day* after the day of your deposit. The first \$200 of your deposit, however, may be available on the first or second¹ *business day*.

Except as otherwise explained in this paragraph, if the Bank is not going to make all funds from your deposit available on the first *business day*, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first *business day* after we receive your deposit.

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

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh or eighth¹ *business day* after the day of your deposit.

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Funds availability policy

Additional rules for Opportunity Checking[®] and Opportunity SavingsSM accounts

The Bank's policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks and other *items* presented for payment and fees and expenses that you have incurred.

Determining the availability of a deposit

The length of the delay is counted in *business days* from the day of your deposit. Every day is a *business day* except Saturdays, Sundays, and federal holidays. If you make a deposit before the Bank's established cutoff time on a *business day* that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider that the deposit was made on the next *business day* we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-day availability

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

Next-day availability

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

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

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

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

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

Other check deposits

All other check deposits are considered local checks. From your deposit, \$200 will be available on the first *business day* after the day of the deposit. The remaining balance will be available on the second or third¹ *business day* after the day of your deposit.

Longer delays may apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh or eighth¹ *business day* after the day of your deposit.

Funds availability policy

Special rules for new accounts

During the first 30 days your account is open, if we delay the availability of your deposit, the following additional special rules will apply:

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first *business day* after the day of your deposit. The excess over \$5,000 will be available on the seventh *business day* after the day of your deposit.
- Funds from all other check deposits will be available on the seventh or eighth¹ *business day* after the day of your deposit. The first \$200 of a day's total deposits of funds from all other check deposits, however, may be available on the first or second¹ *business day* after the day of your deposit.
- We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

Holds on other funds (check cashing)

If the Bank cashes a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If the Bank accepts a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available until the time periods that are described in this Policy.

Delays on other funds

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

¹ The Bank may delay availability of funds by one additional *business day* for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

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Withdrawals from your account

Determining your account's *available balance*

Your *available balance* is the most current record we have about the funds that are available for withdrawal from your account. In determining whether you have sufficient funds to cover a transaction in our nightly processing, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases or ATM withdrawals) that the Bank has authorized but that have not yet posted to your account.

Please note it is still possible for you to overdraw your account even though the *available balance* appears to show there are sufficient funds to cover a transaction that you want to make. The *available balance* does not reflect all your outstanding checks, automatic bill payments (such as ACH and recurring debit card transactions) that you have authorized, or other transactions that have not been paid from your account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your *available balance* since it has not yet been received by the Bank.

The Bank will include check and ACH transactions that are received by the Bank during the day as "pending" transactions that reduce your intra-day *available balance*. If you do not have sufficient funds in your account when these transactions are processed for payment from your account, these transactions may be paid into *overdraft* or returned unpaid.

Also, your *available balance* may not reflect all of your *card* transactions. For example, if a merchant does not submit a one-time debit card transaction for payment within three (3) *business days* of authorization (or for up to thirty (30) *business days* for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions), we must release the authorization hold on the transaction. The *available balance* will not reflect this transaction until it has been received by us and paid from your account. See the section entitled "authorization holds for *card* transactions" for information about how authorization holds affect your *available balance*. A one-time debit card transaction is referred to as an "everyday debit card transaction" in the document entitled Consumer Overdraft Services.

Finally, your *available balance* may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds availability policy."

Order of posting; categories of *items*

We post transactions during our nightly processing each *business day*. Generally, we first post deposits or incoming transfers received before the deposit cutoff time that day. We then post your withdrawals (such as ATM, debit card or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which *items* are posted to your account will depend upon a number of factors. For example, in connection with our process of posting *items*, we have the right to (i) establish different categories of *items*, (ii) establish a posting order for each category of *item(s)*, and (iii) establish different posting orders for *items* within each category. Except to the extent limited by federal regulatory and judicial authorities, we have the right to change any of the factors described in (i), (ii) and (iii) listed above at any time without notice to you.

Establishing categories of *items*. We group *items* into categories defined by us. For example, we may group *card* transactions into one category, and group checks into another category. A single category established by us may include more than one type of *item*.

Withdrawals from your account

Establishing a posting order for each category of *item(s)*. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of *items* within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, we will pay the most common types of transactions in the following order:

- ATM, debit card, Wells Fargo Online Bill Pay, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to our posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH) will be sorted by date and time received by the Bank. If the date and time are the same, these transactions will be sorted by lowest to highest dollar amount. The time recorded as received by the Bank may reflect a time zone of an operations center that is in a different time zone than your account.

Relation between posting order and *overdrafts/returned items*

On any given *business day*, if we receive more than one *item* for payment and if we determine there are sufficient funds to pay one or more but not all of the *items*, then the number of *items* paid and the *overdraft* and returned *item* fees assessed could be affected by the order that we choose to post those *items*.

Paper items presented over-the-counter for payment by a non-customer

If a *paper item* drawn against your account is presented over-the-counter for payment by a person who does not have a deposit account at the Bank, the Bank may require identification acceptable to the Bank and not prohibited by the laws governing your account, including a fingerprint of the person presenting the *paper item*. The Bank may dishonor the *paper item* if the person refuses to provide the identification the Bank requests.

Large cash withdrawals and deposits

If you want to cash a check (or make a cash withdrawal) for a very large sum, the Bank may require five *business days* advance notice so that it can order the cash from its vault. The Bank may require that you provide adequate security but the Bank has no obligation to do so. The Bank may also require that you arrange to pick up the cash at the Bank's central vault or other location. If you want to deposit cash for a very large amount, the Bank may, but is not obligated to, require you to provide adequate security or exercise other options to mitigate possible risks.

Withdrawals at *affiliates*

You may make withdrawals from your account at an *affiliate*, provided the *affiliate* agrees. If an *affiliate* cashes an *item* for you, the bank may place a hold on your account(s) for a corresponding amount of funds. If the *item* is later returned to the *affiliate* for any reason, the Bank may debit one or more of your accounts at the Bank for the amount of the *item*.

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Withdrawals from your account

Items resulting from your voluntary disclosure of your account number

If you voluntarily disclose your account number to another person orally, electronically, or in writing, or by some other means, and the Bank determines that the context of such disclosure implies your authorization to debit your account, the Bank may treat such disclosure as your authorization to that person to issue *items* drawn against your account.

Forgeries or missing signatures; alterations

The Bank will have no responsibility for reviewing the number or combination of signatures on or with an *item* drawn against your account. This means that if you have indicated that more than one signature is required in connection with an *item* drawn on your account, the Bank will have no liability to you if a transaction is conducted on or through your account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on or with the *item*. The Bank will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your *items*, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and special instructions on *paper items*

The Bank may, without inquiry or liability, pay one of your *paper items* even though:

- Special instructions written on the *paper item* indicate that the Bank should refuse payment (e.g., "Void after 30 days," "Paid-in-full," or "Void over \$100")
- The *paper item* is stale-dated (i.e., it bears a date that is more than six months in the past), even if the Bank has knowledge of the date on the *paper item*
- The *paper item* is post-dated (i.e., it bears a date in the future)
- The *paper item* is not dated

In addition, the Bank may pay in U.S. dollars the amount that has been MICR-encoded on your *paper item*, even though you have purportedly drawn the *paper item* in a foreign currency.

Facsimile or mechanical signatures

If you have elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse a *paper item*, the Bank may rely on that signature (or any signature that purports to be your facsimile or other mechanical signature) as your authorized signature without regard when or by whom or by what means or in what ink color such signature may have been made or affixed to a *paper item* deposited to or drawn against or otherwise debited from your account.

The Bank's right to require notice

If your account is a negotiable order of withdrawal account ("NOW account") or savings account, then in accordance with Regulation D, the Bank reserves the right to require seven days written notice before you withdraw money from your account.

Stop payment orders; notices of post-dating

General

“Stop payment order” refers to both an order to the Bank not to pay a *paper item* and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing, or otherwise becoming obligated to pay your *paper item* as provided in the Uniform Commercial Code. Each stop payment order is subject to the Bank’s verification that the *item* described in the order has not been paid. This verification may occur subsequent to the time the Bank accepts the stop payment order.

Content of stop payment order

To be valid:

- Name of the payee
- Account number on which *paper item* is drawn
- *Paper item* amount
- *Paper item* number or a range of *item* numbers

The Bank may, at its sole discretion, use only a portion of the required information in order to identify a *paper item*. Failure to provide correct and complete information may prevent us from acting on the stop payment order. You agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank as a result of the Bank’s paying a *paper item* if any of the information relied upon in the stop payment order is incorrect or incomplete.

Effective period of stop payment order; renewal; revocation

It is your obligation to remove a stop payment order for a post-dated *paper item* once the *paper item* is no longer post-dated. You must renew a stop payment order if you do not want the stop payment order to expire. Each renewal is treated as a new stop payment order. The Bank is permitted but need not honor, a *paper item* after a stop payment order has expired, even though the *paper item* is more than six months old. An instruction to revoke a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it.

Liability to holders in due course

Notwithstanding the timely return of any *paper item* due to a valid stop payment order, you may still be liable under the laws governing your account for the amount of that *Item*.

Paper items paid over valid stop payment orders

If the Bank pays a *paper item* over a valid stop payment order, then the Bank will credit your account for the amount of loss you prove has occurred, or the face amount of the *paper item*, whichever is less. The Bank may charge your account for the amount of a post-dated *paper item* on or after the date of the post-dated *paper item*, unless you have given the Bank a new stop payment order.

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Overdrafts; security interest; the Bank's right to setoff

Overdrafts and Non-Sufficient Funds/NSF

General

It is important to keep track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your *card* for a purchase. We encourage you to manage your funds responsibly by keeping track of transactions using the tools that suit you – keeping a running balance in your checkbook, using Online Alerts, and checking your *available balance* online, by phone, or at a Wells Fargo ATM. Don't forget to keep track of your outstanding checks or automatic bill payments you may have authorized, as your *available balance* will reflect these transactions when they are received by the Bank throughout the day. As discussed in the section entitled "Determining your account's *available balance*," our record of your *available balance* may also not reflect all of your *card* transactions, including transactions that have been authorized but not yet submitted by the merchant for payment. Do not assume that you can make a covering deposit before an *item* is presented for payment because your deposit may not be immediately available for withdrawal and *items* are often presented for payment very quickly. (See our "Funds availability policy" for complete details).

Debit Card Overdraft Service

You can tell us how you want your ATM and everyday (one-time) debit card transaction handled when you do not have enough money in your checking account or linked *overdraft* protection accounts to cover your transaction. Adding the Debit Card Overdraft Service to your checking account may be an appropriate "back-up" plan to avoid declines when you do not have sufficient funds in your checking account or linked *overdraft* protection account to cover a transaction. If you prefer to have your ATM and everyday (one-time) debit card transactions approved, at the Bank's discretion, if you do not have sufficient funds, you may want to consider this *service*.

Important details

- There is **no fee** if your account is overdrawn **during the day** and you make a sufficient deposit or transfer before the posted "cutoff" time on the same *business day*. Deposits are subject to our funds availability policy. Certain "pending" deposits, specifically a cash deposit or a transfer from another account, that are made after the displayed cutoff time (where the deposit was made) will be included if they are made before we start our nightly process.
- The payment of transactions into *overdraft* is discretionary and the bank reserves the right not to pay. For example, the bank typically does not pay *overdrafts* if your account is not in good standing or you have had excessive *overdrafts*.
- If an ATM or everyday debit card transaction overdraws your account, you will pay the *overdraft* fee described in the *service* fee section "*overdraft* (OD), returned *item* (Non-Sufficient Funds/NSF)". You must immediately bring your account to a positive balance.
- This *service* does not apply to checks and other transactions such as Bill Pay, ACH and debit card transactions that you have established for recurring payment (such as utilities or club memberships). The Bank may continue to authorize or pay these transactions at our discretion, even if you do not sign up for the Debit Card Overdraft Service.

Overdraft protection plans

If you enroll in an *overdraft* protection plan (such as a linked savings or credit card account) and there are sufficient available funds under that plan to cover the amount of the *overdraft*, we will pay the *item*, and an *overdraft* protection transfer or advance fee will apply. If there

Overdrafts; security interest; the Bank's right to setoff

are insufficient available funds under that plan to cover the amount of the *overdraft*, the following terms apply:

For ATM and one-time debit card transactions:

- If you have requested that we pay *overdrafts* for ATM and one-time debit card transactions (also known as everyday debit card transactions), we have the right to either (i) decline the transaction or (ii) pay the transaction by transferring available funds under the *overdraft* protection plan to the account and creating an *overdraft* in your account in the amount of the difference between the amount of the transaction and the amount transferred.
- If you have not requested that we pay *overdrafts* for these types of transactions, but your account nonetheless becomes overdrawn by one of these types of transactions, we will not charge you for the resulting *overdraft*. However, we are permitted to transfer any available funds under the *overdraft* protection plan to your account, and you will be subject to any fees in accordance with the terms governing that plan.

For *items* other than ATM and one-time debit card transactions

We have the right to either (i) return the *item* or (ii) pay the *item* by transferring available funds under the *overdraft* protection plan to the account and creating an *overdraft* in your account in the amount of any difference between the amount of the *item* and the amount transferred.

Overdrafts

If you do not have an *overdraft* protection plan, the actions we are authorized to take with respect to a transaction creating an *overdraft* depends upon the type of *item* involved in the transaction.

- ATM and one-time debit card transactions. We will not authorize an ATM or one-time debit card transaction if it appears from your *available balance* that allowing the transaction will result in an *overdraft* to your account, unless you have requested us to pay *overdrafts* on these transactions. We reserve the right on a case-by-case basis, to authorize and pay, at our discretion, an ATM or one-time debit card transaction. Regardless, if you have not requested payment of *overdrafts* on these transactions, we will not charge you an *overdraft* fee if an ATM or one-time debit card transaction pays into *overdraft*, but you must immediately repay the resulting *overdraft*. Even if you request us to pay such *overdraft* transactions, it does not mean that we will allow such transactions to occur. Information about how you may request us to pay ATM and one-time debit card transactions that create *overdrafts* is separately provided.
- *Items* other than ATM and one-time debit card transactions. We have the right to take the following actions without prior notice to you if we receive an *item*, other than an ATM or one-time debit card transaction, for payment against your account and there are insufficient funds in your account to cover the *item*:
 - Pay the *item* and create an *overdraft* to your account, or
 - Return or decline the *item*.

We will in no instance be obligated to pay an *item* and create an *overdraft* even if we may have previously established a pattern of honoring or dishonoring such an *item*. Any negative balance on your account is immediately due and payable by you, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur in recovering the negative balance (including *overdraft* and associated fees.)

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Overdrafts; security interest; the Bank's right to setoff

Overdraft protection plans

The Bank offers a number of *overdraft* protection plans to help you avoid the inconvenience and expense of *overdrafts* and returned *items*. If there is an *overdraft* in your checking account, the Bank will automatically access available funds in the Wells Fargo account(s) you have linked to your checking account to cover the *overdraft* so the *available balance* in your checking account is sufficient to cover paid *items* and/or notices of presentment (pending authorized purchase transactions). The types of accounts that can be linked for *overdraft* protection depend on the checking account you have.

- You may link one savings account and one eligible credit card or line of credit account, except where expressly prohibited by law. See your credit agreement for the terms governing *overdraft* protection advances from your credit card or line of credit account.
- If you link both a savings account and credit account as *overdraft* protection, you can designate the account that you want the Bank to access first.
- If you do not designate an account, the Bank will access funds in your savings account first, up to the *available balance*, and then from your credit account. If there are not enough funds or credit available to cover the entire amount of an *item* presented for payment, the Bank may take any of the actions specified in the subsection "Overdrafts and Non-Sufficient Funds/NSF."
- The account to which the Bank charges its *overdraft* protection transfer fee depends on the account used for *overdraft* protection. When the Bank accesses funds in your savings account or your line of credit account, the Bank's fee is charged to your checking account. See "service fees" in the *Schedule* applicable to your account. When the Bank accesses funds through your credit card account, the Bank's fee is charged to your credit card in accordance with your credit card agreement. You will be subject to interest charges on funds accessed from your line of credit or credit card and other fees or charges (if applicable) in accordance with your line of credit agreement or credit card agreement.

Security interest; the Bank's right to setoff

To secure your performance of this *Agreement*, you grant the Bank a lien on and security interest in your account at the Bank and your accounts with any *affiliate* of the Bank. In addition, you acknowledge that the Bank may setoff against any accounts you own at the Bank (including matured and unmatured CDs) with any *affiliate* of the Bank for any obligation you owe the Bank at any time and for any reason as allowed by the laws governing your account. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. The Bank may consider this *Agreement* as your consent to the Bank's asserting its security interest or exercising its right of setoff should any laws governing your account require your consent. The Bank's security interest and its right of setoff shall not apply if such security interest or right would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) that you maintain with the Bank. If your account is an unmatured CD, the Bank may deduct any early withdrawal fee that may be due as a result of the Bank having exercised its right of setoff. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted to the Bank.

Checking subaccounts

For each checking account, the Bank may establish on your behalf, a master account and two subaccounts. All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a transaction account. On the first day of each month, the Bank will allocate funds between the two subaccounts as it deems appropriate. *Items* received by the Bank that are drawn against your master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover checks presented against the transaction subaccount as may be needed. On the sixth transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

Form of account ownership

Accounts owned by more than one person

If two or more of you open an account together, the Bank may presume that it is owned by all of you as joint tenants with right of survivorship, unless: state laws governing your account require other treatment, or the Bank otherwise agrees with you in writing that the account is owned in some other capacity. Regardless of the form of ownership, the Bank is not obligated to separately record each co-owner's interest in the account.

Not every form of ownership described below is available in every state:

Joint tenants with right of survivorship

If your account is held by you as joint tenants with right of survivorship and one of you dies, the account is payable to any surviving co-owner, subject to the Bank's right of setoff and security interest in the account.

Tenants-in-common

If your account is held by you as tenants-in-common and one of you dies, the Bank may pay the account, subject to the Bank's right of setoff and security interest in the account, in whole or in part, to any surviving co-owner or to the personal representative, heirs, or successors of the deceased owner.

Community property

If your account is held as community property, the owners of the account are husband and wife, and each has an equal and undivided interest in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest by will. Community property does not exist in every state. You should ask your own legal adviser to determine whether your account will be treated as community property.

Marital property

If your account is held as a marital account, the owners of the account are husband and wife, and each has an equal and undivided interest in the account during their lifetimes. When one spouse dies, 50 percent of the funds belong to the surviving spouse and 50 percent of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the Pay-On-Death (POD) beneficiary. A marital account is available only in the state of Wisconsin, and only if the Bank agrees in writing to establish your account as a marital account.

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Form of account ownership

Pay-On-Death (POD) accounts

Regardless of how it is designated, an account that is payable on your death (or the death of the last surviving co-owner) to one or more named payees is considered a POD account. A POD account may be alternatively described as “payable on death,” (POD), “in trust for,” (ITF), “transfer on death,” (TOD), a “Totten Trust” or otherwise. An account that is owned by one or more persons as trustee for one or more beneficiaries is also a POD account if: the account is to be paid to the beneficiaries only on your death or the death of the last surviving co-owner; the relationship of the trustees and the beneficiaries is established by this *Agreement*; and there is no subject of the trust other than the sums on deposit in the account.

Unless the account is held as community property or marital property, payee or beneficiary must survive all owners to have an interest in the account. You may change, add, or remove the name of any payee or beneficiary anytime by giving proper written notice to the Bank. If at the time you die (or the last surviving co-owner dies), a payee or beneficiary is a minor, the Bank may in its discretion transfer the payee’s or beneficiary’s interest to the person who is appointed custodian for that payee or beneficiary according to the applicable Uniform Transfers/Gifts to Minors Act.

Uniform transfers/Gifts to minors act accounts

An account established under a state’s uniform transfers/gifts to minors act is controlled by the custodian (or a successor custodian). Only the named custodian (or successor custodian) is authorized to instruct the Bank regarding the account. The Bank may, however, disclose information about the account to the minor or the minor’s representative. When the minor reaches the age that transfer by the custodian to the minor is mandated, or anytime thereafter, the Bank may pay the funds on deposit in the account to the minor in accordance with the custodian’s duty without waiting for instructions from the custodian. The custodian agrees to keep the Bank informed of the minor’s location.

Minor-by accounts

One or more adults may open an account in the name of the minor as allowed by the Bank or state laws governing your account. (An “adult” is a person who has reached the age of majority.) Beneficial ownership of the funds deposited in the account vests exclusively in the minor. Control of the account is vested exclusively in the adult throughout the period of minority. If there is more than one adult, each may act independently. The Bank is not obligated to inquire about or investigate the application of the funds. When the minor reaches the age of majority, the Bank may act on the instructions of either the minor or the adult. If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, the Bank may transfer the funds to the person who is appointed custodian according to the uniform transfers/gifts to minors act, as enacted in the state in which the Bank branch holding the account is located.

Transferring an interest in your account

To be effective, an assignment must be agreed to by all co-owners and accepted in writing by the Bank. If you attempt to pledge, assign, or in any other manner transfer all or a part of any interest in or to your account, the Bank is not bound by the transfer or assignment until the Bank acknowledges its acceptance in writing. The Bank does not have to accept or in any way recognize the transfer, and the Bank is not obligated to make any further inquiry regarding the matter. The Bank does not need to acknowledge or in any way respond to or act on any document the Bank receives that claims to assign or transfer any interest in your account. If the Bank does accept or in any way recognize the transfer, the Bank may, in its

Form of account ownership

sole discretion, make such acceptance or recognition conditional. Unless the Bank expressly agrees in writing to the contrary, any rights of a transferee or an assignee are subject to the Bank's right of setoff and security interest in the account, and you are responsible for notifying such transferee or assignee of such fact. The Bank is not obligated to notify you or any other person before the Bank disburses any funds from your account according to what the Bank in good faith believes to be the terms of the transfer or assignment.

Reliance on Bank records to determine ownership

The Bank may rely solely on its records to determine the form of ownership of your account. The Bank may presume that any person named in addition to you in its records for your account owns the funds in your account with you as a co-owner, unless the Bank's records indicate that the person is an *authorized signer* or has some other relationship to the account.

Failure to supply signature

The failure of a person identified in the Bank's records as an owner or a co-owner of an account to sign a signature card (or other account related documentation) does not prevent the Bank, in its sole discretion, from treating such person as an owner or a co-owner of that account, and the Bank is not liable to anyone else as a result.

Instructions of co-owners and their representatives

The Bank may act on the instructions of any co-owner (or a co-owner's legal representative), including instructions to withdraw or transfer funds, make payments, or close the account. The Bank may pay any sums in the account on request of any co-owner (or a co-owner's legal representative), regardless of their contributions, whether any other co-owner is then incapacitated or deceased or whether the account includes a right of survivorship. The Bank may act on the instructions of any co-owner of an account to open additional, like-titled accounts, provided the same signature requirements apply to such accounts.

Joint liability

If there is an *overdraft* to your account, you are each individually and jointly liable for the amount, regardless of who caused or benefited from the *overdraft*. If there is a setoff, the Bank's enforcement of its security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy), affecting any co-owner, the Bank has the right to treat all funds in the account as belonging to the person against whom the setoff, enforcement of the security interest or other legal action is directed. If your account is closed for unsatisfactory handling, the Bank is permitted to report all of you to the consumer reporting agencies.

Death or incompetence

You agree to notify the Bank immediately in writing if any co-owner or *authorized signer* on your account dies or is declared incompetent by a court. You also agree to instruct all owners and *authorized signers* on your account to notify the Bank of such an event.

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General

This *Agreement* constitutes the entire agreement between you and the Bank and supersedes prior oral or written representations, conditions, warranties, understandings, proposals, or agreements regarding your account and any *service*. Headings do not constitute a part of this *Agreement*. No person or entity will be deemed to be a third party beneficiary under this *Agreement*.

Acceptable form of *paper items*, Document and image quality

You agree to comply with the Bank's specifications for *paper items*, including, without limitation, paper stock, dimensions, and other generally applicable industry standards for *paper items* and to include on your *paper items* the Bank's name and address as directed by the Bank. Certain features (such as security features) of an original *paper item* issued by you or any *deposited item* may impair the image quality of a substitute check, purported substitute check, or electronic *item*, that the Bank or any third party creates from that *paper item* or *deposited item*. The Bank reserves the right to accept *paper items*. The Bank will not be liable for any claims, demands, judgments, or expenses (including attorney's fees and expenses) paid, suffered or incurred by you, and you will indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders, and agents harmless from and against any claims, demands, judgments, or expenses (including attorney's fees and expenses) paid, suffered, or incurred by the Bank, arising directly or indirectly as a result of or in connection with the untimely return of any check you have issued as a result of, and any presentment-related problem resulting from, the failure of the check to conform in any respect to the Bank's specifications for *paper items*, including without limitation, failure to include the Bank's full name and address on the *paper item*.

Account conversion

The Bank may convert your account to another type of deposit account offered by the Bank at any time, provided the Bank gives you any advance notice that may be required. If you have a high volume of activity, inappropriate activity, or a negative balance or if the Bank stops offering the type of account you have, the Bank may convert your account to another type of account designed to accommodate your needs. The Bank will give you more information about your new account when it converts your account.

Closing your account

You or the Bank may close your account at any time. If the account is closed, the Bank may send the collected balance on deposit in your account by ordinary mail to your most recent address shown on the Bank's records. The Bank may, but shall not be required to, allow you to leave on deposit sufficient funds to cover outstanding *items* to be paid from your account. If the Bank does allow such funds to remain on deposit, the terms and conditions of this *Agreement* shall continue until the Bank makes a final disbursement from your account. If the Bank does not allow you to keep any funds on deposit, the Bank will not be liable for any loss or damage that may result from dishonoring any of your *items* that are presented or otherwise received after your account is closed. If your account is an interest-earning account, it will cease to earn interest from the date you request it be closed. If your account balance does not reach zero within three months from the date of your request, the Bank may close your account and send you the balance as described above or return your account to active status.

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Contract language

English is the controlling language of the relationship between you and the Bank. The Bank may translate its forms, disclosures, and advertisements into another language for your convenience. However, if there is a discrepancy between the Bank's English language materials and the materials in another language, the English language version is controlling, unless:

- The Bank otherwise agrees with you in writing
- The laws governing your account specifically provide for a different result.

You agree to issue *paper items* in English. You further agree that the Bank will not be liable for any losses incurred if you do not comply with this restriction.

Credit reports

You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open and maintain your account. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on you.

Disclosure of information

Generally, absent your consent, the Bank will not disclose information about your account, except under the following circumstances:

- To comply with a statute, regulation, or rule
 - In connection with examinations by state and federal banking authorities
 - To comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court
 - When the Bank determines that disclosure is necessary or appropriate in order to complete a transaction
 - To verify the existence and condition of your account for a third party, such as a merchant or credit bureau
 - To provide information to your legal representative or successor
 - To report the involuntary closure of your account
 - When the Bank concludes that disclosure is necessary to protect you, your account, or the interests of the Bank
 - To agents, independent contractors, and other representatives of the Bank in connection with the servicing or processing of your account or account transactions, or similar purposes
 - To its *affiliated* banks and companies
 - If you give your permission
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Dormant and unclaimed accounts

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

If your account remains dormant and is unclaimed by you for the period required under the state laws governing your account, the Bank is required by that law to “escheat” the funds; that is, to deliver the funds in your account to the state. The Bank may charge a fee for mailing an escheat notice. When the funds in your account are delivered to the state, your account is closed, and no interest accrues. To recover funds delivered to the state, you must file a claim with the state.

Laws governing your account

Your account is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Bank that maintains your account is located (unless the Bank has notified you in writing that the laws of another state shall govern your account), without regard to conflicts of laws principles, or clearing house rules and the like. If you were not physically present at an office of the Bank when you opened your account (for example, if you opened your account by phone, through the mail, or over the Internet), your account will be governed by the laws of the state in which the main office of the Bank is located, unless the Bank notifies you that your account has been assigned to a particular office of the Bank. If the Bank does notify you that your account has been assigned to a particular office, the laws of the state in which that office is located will govern your account.

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

The Bank and you agree that any lawsuits, claims, or other proceedings arising from or relating to your account or this *Agreement*, including without limitation, the enforcement of the arbitration agreement in this *Agreement* and the entry of judgment on any arbitration award, shall be venued exclusively in the state or federal courts in the state whose laws govern your account (unless the Bank has notified you that your account will be assigned to a particular office, in which case it shall be venued exclusively in the state or federal courts located in the state in which that office is located), without regard to conflict of laws principles.

Limit on number of accounts

The Bank reserves the right to limit each account type per account holder or per household. The term “household” refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.

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Modification of Agreement

The Bank may, in its sole discretion, from time to time change this *Agreement* by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this *Agreement* as a "modification." When the laws governing your account require the Bank to notify you of a modification of this *Agreement*, the Bank may do so by posting notice of the modification in the Bank's home page (www.wellsfargo.com), by including a message on or with the statement for your account, or by any other means that the Bank considers appropriate, unless the laws governing your account require notice by a specific means. In addition, the Bank may agree in writing (or otherwise) to waive a provision of this *Agreement*, including, without limitation, a fee (a "waiver"). The Bank may, upon prior written notice to you, revoke any waiver. Your continued use of your account or a related service including a balance inquiry or any other communication with the Bank about your account following the effective date of any modification of this *Agreement*, or revocation of any waiver, will show your consent to that modification, or revocation of waiver.

Each of the rules, terms, and conditions set forth in this *Agreement* stand alone. Any term or condition contained in this *Agreement* which is inconsistent with the laws governing your account will be deemed to have been modified by the Bank and applied in a manner consistent with such laws. Any term of this *Agreement* which a court of competent jurisdiction determines to be unenforceable or invalid will not affect the enforceability or validity of the remaining provisions of this *Agreement*.

Monitoring and recording communications

The Bank may monitor, record and retain telephone conversations, electronic messages, electronic records, and other data transmissions between you and the Bank at any time without further notice to anyone, unless further notice is otherwise required by the laws governing your account, and will have no liability for doing or failing to do so.

No fiduciary relationship

The Bank's relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and the Bank.

Reordering checks

You can reorder checks by logging in at wellsfargo.com/checks or by calling 1-800-TO-WELLS (1-800-869-3557). If you or a third party prints your checks, the Bank shall have no liability to you if the Bank is unable to process such checks by automated means.

Verification of transactions; right to reverse erroneous credits

All transactions, including without limitation, those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Bank may reverse or otherwise adjust any credit it believes it has erroneously made to your account at any time without prior notice to you.

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Interest-earning accounts

Variable/Fixed-rate accounts

An interest-earning account may be either a variable-rate or a fixed-rate account. Unless the Bank has specified otherwise in writing, your account will be a variable-rate account. That means the Bank may, in its sole discretion, change the interest rate on your account at any time. Excluding CDs, the Bank may change the interest rate on fixed-rate accounts provided it pays the new interest rate for at least 30 days.

Method used to calculate earned interest

The Bank may use either the average daily collected balance or daily collected balance method to calculate interest. Interest is calculated using a 365-day year.

- The average daily collected balance method applies a periodic rate to the average daily collected balance for the period. The average daily collected balance is calculated by adding collected balance for each day and dividing by the number of days in the period.
- The daily collected balance method applies a daily periodic rate to collected balance each day

Unless the Bank has specified otherwise in writing, it will use the daily collected balance method to calculate interest. If your account is a tiered-rate account, the Bank may pay the same interest rate on more than one tier.

Interest accrual

If you deposit a non-cash *item*, such as a check, interest begins to accrue no later than the *business day* the Bank receives credit for the deposit of that *item*. This may not be the same day that you deposit the noncash *item* to your account.

Compounding and crediting

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For CDs, the Bank will notify you separately as to the frequency with which interest will be credited to your account.

Interest adjustments

If you receive a statement for your account, an interest adjustment may be reflected on the statement for your account for the month after it occurs rather than the month in which it occurs.

Annual Percentage Yield and Annual Percentage Yield Earned

The Bank may periodically disclose the annual percentage yield that is applicable to your account. The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest paid on the account. It is based on the interest rate earned on the account and the frequency of compounding for a 365-day period. Your statement will include the Annual Percentage Yield Earned (APYE) on your savings accounts and interest-earning checking accounts for the period covered by the statement. The APYE is an annualized rate that reflects the relationship between the amount of interest actually earned on your account and the average daily collected balance (also described as "average collected balance") in the account. Both the APY and the APYE are calculated according to formulas established by federal regulations. The APY that is disclosed in connection with your account may not be the same as the APYE that appears on the statement for your account.

Interest-earning accounts

The Bank's right to require notice

The Bank has the right to require seven days written notice before you withdraw money from any savings account.

Regulation D savings account transaction limit and other limited activity

Regulation D and the Bank limit certain types of withdrawals and transfers from savings or money market accounts to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply).

Limited by Regulation D:

- Transfers by phone using our automated banking service or speaking with a banker on the phone
- Transfer or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for *overdraft* protection coverage
- Pre-authorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to your account and not when they are written)
- Debit or ATM card purchases that post to the savings account

Limited by the Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:

Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or Wells Fargo banking location or on any types of deposits.

An excess activity fee (see the *Schedule*) is assessed for transactions exceeding the limit stated above. If the limit is exceeded on more than an occasional basis, the Bank may be required to convert the savings account to a checking account, which would discontinue any *overdraft* protection it might be providing to another account, or close the account.

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

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Time Accounts (CDs)

General

Time Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven calendar days after the date of deposit. The Bank may refer to a Time Account as a "CD" or a "Certificate of Deposit," even though the Time Account is not represented by a certificate.

Certificated CDs

If you received a certificate evidencing your CD, the Bank may require you to present the certificate and any amendments to receive payment or transfer ownership.

Maturity date

Your CD will mature at the end of the term stated on your receipt, disclosure, or certificate, as applicable.

Time requirements

You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your CD on the maturity date or within the grace period after that date. For Step Rate Time Accounts partial withdrawals are allowed before maturity during specified early withdrawal periods. The Bank will not agree in advance to allow other withdrawals before maturity.

Payment of interest

If you have elected a payment of interest other than a credit to your CD, the Bank may, in its discretion, terminate this interest payment method in favor of crediting your CD. Ordinarily, such discretion will be exercised when an interest payment mailed to your account address has been returned undelivered, when an account to which your interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount as determined by the Bank.

Additional deposits

You may not make additional deposits to your CD except during the grace period, unless the Bank otherwise agrees in writing.

Withdrawal of interest prior to maturity

The Annual Percentage Yield (APY) disclosed to you assumes that interest will remain on deposit until maturity. A withdrawal of interest prior to maturity will reduce earnings.

Withdrawal of principal prior to maturity

All or any part of the principal may be withdrawn before maturity without a fee due to the death of the accountholder or if the accountholder is declared mentally incompetent by a court of competent jurisdiction. Step Rate accounts allow partial withdrawals before maturity during specified early withdrawal periods.

Time Accounts (CDs)

Renewal policies

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

- Typically for a like term unless you are informed prior to maturity of a different term
- At the Bank's interest rate in effect on the maturity date for a new CD of the same term and amount, unless the Bank has notified you otherwise
- Your Step Rate CD will renew into a standard (non-step) 24 month fixed rate Time Account (CD)

You may withdraw your funds, up to the amount of the matured CD, anytime during the grace period without a fee. The Bank will not pay interest from the maturity date to the date of withdrawal on the funds withdrawn. If your CD is not automatically renewable and you do not withdraw the funds on the maturity date, the CD will cease to earn interest.

Check safekeeping and image statements

Check safekeeping is automatically included on all Bank accounts that allow check writing. With check safekeeping, the front and back of all checks paid against your account are copied on microfilm or by other means. The copies are retained for seven years (or longer as required by law) from the date each check is paid against your account. As soon as your original check is copied, it is destroyed. Image Statements are available with certain checking accounts.

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ATM cards and debit cards

This part describes the Bank's account-related electronic banking *services*, and provides the terms applicable to these *services*. In general, these *services* provide ways to transfer funds electronically to and from your account using an ATM card or debit card linked to the account and/or a Personal Identification Number (PIN). The Bank may limit the availability of these *services* at any time, and all of these *services* may not be available at each Bank location. The Bank may require you or the cardholder to sign a separate agreement to obtain these *services*. If there is a conflict between the separate agreement and this *Agreement*, the separate agreement will control. Additional terms and conditions, if any, applicable to these *services* are provided in the *Schedule*.

The Bank may, in its sole discretion, limit the availability of electronic banking *services* as it considers appropriate. Additional disclosures, if any, applicable to these *services* may be included in the *Schedule*.

Issuance of a card and PIN

Subject to qualification, the Bank may issue a *card* and a Personal Identification Number (PIN) to each cardholder to access account(s) linked to your *card* (each, a "linked account") at automated teller machines (each, an "ATM") and, for Wells Fargo ATM Cards or Wells Fargo Debit Cards, where offered, at network merchants.

Instant Issue Debit Card

The Instant Debit Card is a temporary *card* that permits you to access the funds in your designated account. The Bank may permit the *card* to be used to make purchases at participating retailers and service providers and/or to access funds in your account through an ATM.

Use of the card

The specific functions that can be performed depend on the type of *card* that the Bank agrees to issue. Wells Fargo Debit Cards may also be used to receive certain electronic credit transfers such as those through card networks or funds transfer systems. Some *services* may not be available at all locations.

Illegal transactions

Your *card* must not be used for any unlawful purpose under applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. You agree to take steps to ensure each cardholder will not use his or her *card* or any linked account for any transaction that is illegal under the laws governing your account. In addition, the Bank reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the *card* transactions record or otherwise as engaged in such business.

Protecting the card and Personal Identification Number (PIN)

Take care of the *card* and PIN as you would your checks and other important documents. Each cardholder must have his or her own unique PIN for the *card*, which may be embossed with his or her name. Each cardholder is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the *card* or share it with anyone, including Bank personnel. Never allow anyone else to use, borrow, or obtain the *card* or PIN. If the *card* and/or PIN are given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the *card* and/or PIN. Notify the Bank immediately if the *card* is lost or stolen or is no longer secure.

ATM linkages and designation of accounts

Account linkages

The Bank shall determine the number and type of accounts that can be linked to your *card*. You may link such additional accounts to your *card* as the Bank permits from time to time. The permitted linkages may vary depending on the type of *card*. The Bank may link to your *card* any or all of the accounts on which you are an *authorized signer*, unless you request the Bank not to link specific accounts.

Designation of primary transaction account

If you link only one account of a single type (e.g., checking, savings accounts) to the *card*, that linked account is automatically designated as the “primary” account for purposes of electronic banking *services*.

Designation of primary vs. other accounts

If you link more than one account of a single type to the *card*, you may designate a primary account, secondary account, and other accounts. For example, if you link four checking accounts to your *card*, one account will be the primary account, another will be the secondary account and the remaining two accounts will be other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your *card* is considered the primary account for that type of account. Certain transactions are debited from the linked account designated as primary.

If a “primary” account linked to the *card* is closed or delinked for any reason, the Bank will designate a “secondary” account (if applicable) as the new “primary” account. If a “secondary” account linked to the *card* is changed to a “primary” designation or closed or delinked for any reason, the Bank may designate any additional qualified account that is linked to the *card* as the new “secondary” account on the *card*.

Linked credit card and line of credit accounts

If the Bank permits you to link your credit card account or line of credit account (each a “credit account”) to your *card*, you may use your *card* to obtain cash or transfer funds from a linked credit account, so long as the credit account is in good standing and has available funds. Cash advances or transfer of funds are treated as cash advances, and are subject to the provisions of the agreement between you and the Bank applicable to the linked credit account.

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Daily limits

If the *card* may be used to make withdrawals and/or transfers at an ATM or to make purchases, the following rules apply:

- *Card* transactions are subject to a daily limit for ATM withdrawals and cash-like withdrawals (such as cash advances and money transfers), and a daily limit for purchases.
- While there is generally no limit on the number of times the *card* may be used each day so long as the applicable daily limits for linked accounts that are separately disclosed are not exceeded, we may limit the number of authorizations we allow during a period of time. We reserve the right to deny certain transactions for any reason, including default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. For security reasons, we cannot explain the details of how the authorization system works. You agree that the Bank will not be liable for failing to give an authorization. If the authorization is denied, the Bank may notify the person who attempted the transaction that it has been refused.
- The ATM daily dollar limit is the maximum amount of cash that can be withdrawn from any combination of linked deposit accounts by an individual *card*
- The daily purchase limit is the maximum amount of purchases (including cash back, if any) that can be debited from the linked account used for purchases
- For purposes of the daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it. The Bank will send notification if the Bank decreases the daily limits.
- Your actual daily limits for debit card transactions may vary depending on our experience with you. In certain circumstances, we may authorize debit card transactions that will cause you to exceed your daily purchase limit. Your daily limits are subject to periodic review and are subject to change based on account history, activity, and other factors.
- If your daily purchase limit is greater than \$99,999, you may need to request that the merchant process multiple transactions to complete a purchase above this amount

If the cardholder already has a *card* and does not know what the daily limits are, call the Bank at the telephone number listed in the *Schedule* or on the statement for your account. For any *cards* that allow linkage to credit accounts, cash advances, or transfers from linked credit accounts are subject to all terms in the agreement governing the credit card account or line of credit including daily limits and cash advance fees.

Available funds

Generally, a cardholder can withdraw funds up to the daily ATM withdrawal limit or daily purchase limit, subject to the *available balance* in any combination of linked deposit accounts accessed for withdrawal. If the ATM or purchase would create an *overdraft* on the linked account, the Bank may, in its sole discretion, take any of the actions described in the section of this *Agreement* titled "Overdraft and Non-sufficient Funds/NSF." The availability of deposits for withdrawal is described in the funds availability policy.

Purchases

A cardholder may use the *card* to purchase goods and services from participating retailers and service providers that accept payment through networks in which the Bank participates.

Your Personal Identification Number (PIN) may be required at merchant terminals where PINs are accepted. You may also use your *card* with your PIN to get cash back when you make a purchase at merchant locations that allow that type of transaction and accept payment

ATM transactions and purchases

through networks in which the Bank participates. You must follow the instructions on the merchant terminal and enter your PIN to obtain cash back.

Stop payments may not be requested on purchase transactions. If the Bank receives an electronic notice that a purchase transaction has occurred, a hold may be placed on the account designated as the "primary" transaction account. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater than the actual amount of the purchase). The hold may remain in effect from the time the notice is received until the merchant draft or other *item* is presented. The amount of each purchase transaction will be deducted from the available funds in that designated account.

Some merchants may assess a fee for a purchase made at their location. A sign describing any fee should be posted by the merchant. This fee will be included in the total purchase amount shown on the Bank account statement linked to the *card* and reflected on the receipt issued at the time of the transaction.

Using your *card* through a mobile device

If you make *card* transactions through a mobile device, the terms of the *Agreement* apply with the same effect and coverage, including (i) any limitations the Bank places on the frequency or dollar amount of your *card* transactions and (ii) your rights and responsibilities for unauthorized transactions.

As used in this *Agreement*, "mobile device" means a smartphone, tablet, or any other hand held or wearable communication device that allows you to electronically store or electronically present your *card* or *card* number ("electronic card information") and use that electronic card information to make *card* transactions. The words "we," "us," "our," and "Bank" refer to Wells Fargo Bank, N.A.

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

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through your mobile device. Any resulting *overdrafts* are subject to an *overdraft* fee as provided for in the *Agreement* and *Schedule*.

Visa Account Updater service

The Bank subscribes to the Visa Account Updater service (VAU). Under this service, if you give a merchant your *card* number and authorized it to bill your *card* periodically for recurring payments, and your *card* number changes due to replacement of a damaged *card*, lost/stolen *card*, or an updated *card* number, your new *card* number will automatically be sent to such merchant that subscribes to the VAU service. Because not all merchants or billing entities subscribe to the VAU service, you should always notify each individual merchant of your new *card* number. Changes to your *card* number as a result of a lost/stolen *card* will not be updated if there is reported fraud on the *card* number that is being replaced, and you must contact merchants to notify them of your new *card* information.

Authorization holds for *card* transactions

For all *card* purchase transactions, please note that we are permitted to place a temporary hold against some or all of the funds in the account linked to your *card* if and when an authorization request is obtained. We refer to this temporary hold as an "authorization hold," and it will be subtracted from your *available balance*. In the case of an authorization request at a restaurant, hotel, or similar merchant, this amount may differ from the actual transaction amount as the actual transaction amount may not yet be known to the merchant when they submit the authorization request. For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold. We are permitted to place an authorization hold on your account for up to three (3) *business days* (or for up to 30 *business days* for certain types of debit or ATM card transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release the authorization hold, which will increase your *available balance* until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. We urge you to record and track all of your transactions closely to confirm that your *available balance* accurately reflects your spending of funds from the account linked to your *card*. See the terms and conditions accompanying your *card* for more information on these authorization holds and the manner in which you may obtain balance information.

Transactions outside the United States

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

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Non-Wells Fargo network ATMs

A cardholder may use the *card* at non-Wells Fargo ATMs. These are designated ATMs, owned or operated by other financial institutions, at which the cardholder may conduct such non-Wells Fargo ATM transactions as withdraw cash from, deposits to, transfer available funds between, or check the balance on, the accounts designated as the primary linked checking and primary linked savings account(s). These ATM transactions may not be available at all network ATMs, and may differ from those available at Wells Fargo ATMs. Transactions will be limited to the account access, withdrawal limit(s), and currency denomination(s) provided or allowed by the participating network ATM. Some banks do not provide the option of account type. In this case, the cash withdrawal will be deducted from the primary account linked to the *card*. A fee will be assessed for each non-Wells Fargo network ATM transaction you perform (unless waived by terms of your account). In addition, fees charged by the non-Wells Fargo ATM owner/operator apply (unless waived by terms of your account). These fees may be included in the total amount of the transaction amount that is withdrawn from your account and shown on the statement for the account.

Deposits at ATMs; deposit verification

Items that the cardholder wants to deposit to linked account(s) must be endorsed by all payees. *Paper items* drawn on credit accounts (also known as "superchecks"), or made out to payees not on the account may not be accepted once the *paper item* has been examined. You may not deposit foreign currency, foreign checks, or checks with payment amounts stated in foreign currency. If the cardholder makes a deposit at the ATM and the amount keyed differs from the sum of the *deposited items*, a debit or credit adjustment will be made to the account. During the verification process, *items* that the Bank refuses to accept for deposit for any reason (e.g. non-negotiable, endorsement exceptions, or otherwise irregular) will be returned by first class mail to the address in the Bank's records for your account. The dollar amount of such *items* will be deducted from the total dollar amount keyed in for deposit. The availability of deposits for withdrawal is described in the funds availability policy.

Statements

If your account is governed by Regulation E, the Bank will send you a monthly statement if there are qualified electronic fund transfers in a particular month. Otherwise, the Bank will send you a statement at least quarterly.

Statement of last 10 transactions

The cardholder may use the *card* to obtain a printout of the 10 most recent monetary transactions (within the last 45 days) on any checking, savings, or remittance account linked to the *card*. The transactions and the account balance may include deposits still subject to verification or collection by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments or fees. Statement of Last 10 Transactions should not be used in lieu of the monthly statement for balancing/verifying the true account balance.

Statement of balances of linked accounts

The cardholder may use the *card* to obtain a printout of the balances of all accounts linked to the *card*. Any balance shown on the statement may include deposits still subject to verification by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments, or fees. If there is a "*" next to the "balance" for any deposit account (checking, savings, or remittance), there may be a hold on some or all of the total balance shown.

ATM transactions and purchases

Certain items affect the account total balance:

- “Deposits/Credits in process” reflects a cumulative total of all credit transactions performed on your account using a *card* since the ATM cutoff of the most recent *business day*, including ATM deposits and ATM transfers into your account
- “Withdrawals/Debits in process” reflects a cumulative total of all debit transactions performed on your account using a *card* since the ATM cutoff of the most recent *business day*, including ATM withdrawals, ATM transfers from the account, purchases, and cash withdrawals from your account
- “Preauthorized deposits/Payments in process” reflects the net amount of any deposits or payments (preauthorized by you) that the Bank has received but has not yet posted to your account
- “Funds on hold” may include any amounts not yet available for withdrawal. Periodically and during system maintenance, statement of balances of linked accounts may not be available. However, the cardholder may be offered the option of obtaining a statement of last 10 transactions (which does not include a running balance) during these times.

Receipts at ATMs

The cardholder will have the option to print a receipt each time an ATM is used to make an electronic transfer. The receipt is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment, or verification, as applicable. The cardholder can use the receipt to reconcile the statement for their account.

Access to linked credit card and line of credit accounts using ATMs

If the Bank links the cardholder's Wells Fargo credit card account or line of credit account to the *card* at the cardholder's request, the cardholder may use the *card* to access the linked credit card account or line of credit account at any Wells Fargo ATM, as long as all of the necessary account information is provided. The cardholder can use the *card* to obtain cash or transfer funds from the linked credit card or line of credit account, as long as the linked credit card or line of credit account is in good standing and has available credit. Cash advances and transfer of funds from your credit card account or line of credit account are treated as cash advances. Each transaction with the *card* involving any linked credit card account or line of credit account is subject to, respectively, the provisions of the applicable credit card account agreement or line of credit account agreement.

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

U.S. Postage stamp purchases

If a *card* is used to purchase sheets of U.S. postage stamps at designated Wells Fargo ATMs, the purchase price will be debited from the linked account selected and appear on the statement for that account. Stamp purchases are subject to the *card's* daily dollar limit for cash withdrawals at the ATMs.

Funds transfers

ATM and merchant terminal malfunctions

The cardholder will not hold the Bank responsible for damages that result from or are a consequence of an ATM or merchant terminal malfunction. The cardholder will promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided in the *Schedule*.

When a transaction is posted

The time required to debit or credit your account after the *card* is used will depend on the location of the ATM or merchant terminal and the type of transaction.

Termination of *card* privileges

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

Changes in terms affecting electronic transactions

From time to time, the Bank may change the terms and conditions applicable to electronic transactions. The Bank will send you written notice as required by the laws governing your account.

Termination of electronic fund transfer privileges

All of your electronic transfer privileges end if your account is closed. Either you or the Bank may terminate specific electronic transfer *services* without closing your account. You may terminate a *service* by calling or writing the Bank at the number or address listed on the statement for your account or provided in the *Schedule*. The Bank may terminate specific electronic fund transfers anytime without prior notice to you.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an "ACH"), and Clearing House Interbank Payments System (CHIPS). The following terms and conditions are in addition to, and not in place of, any other agreements you have with the Bank regarding electronic transactions.

Notice of receipt of funds

Unless the Bank has otherwise agreed in writing, we will notify you of funds electronically debited or credited to your account through the statement for your account covering the period in which the transaction occurred. The Bank is under no obligation to provide you with any additional notice or receipt.

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Funds transfers

Reliance on identification numbers

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

Duty to report unauthorized and erroneous fund transfers

You will exercise ordinary care to determine whether a fund transfer to or from your account was either erroneous or not authorized and will notify the Bank of the facts within a reasonable time not exceeding 14 days after the Bank sends you the statement for your account on which the transfer appears or you otherwise have notice of the transfer, whichever is earlier. You will be precluded from asserting that the Bank is not entitled to retain payment unless you object to payment within the 14 day period.

Erroneous payment orders

The Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Bank detect an error on one or more occasions, it shall not be construed as obligating the Bank to detect errors in any future payment order.

Automated Clearing House (ACH) transactions

The following terms apply to payments to or from your account that are transmitted through an ACH.

- Your rights as to payments to or from your account will be based upon the laws governing your account
- Credit given by a receiving bank to its customer for a payment from your account is provisional until final settlement has been made or until payment is considered received under the laws governing your account
- If a payment is made to your account and the Bank does not receive final settlement or payment is not received under the laws governing your account, you will not be considered to have received payment and the Bank will be entitled to reimbursement from you for that payment
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for electronic presentment or re-presentment of *items* written or authorized by you

Other electronic fund transfer services

Electronic payments

Accounts that may be used

Electronic payment *services* are available to you from your checking or savings account.

Your authorization

No one can charge your account unless you authorize them to do so. If you authorize a person to periodically debit your account, in most cases, that person must give you a copy of your written authorization to keep.

Limitations

There are no limitations on the amount or frequency of debits that you may make from your checking account. If, however, you make payments from your savings account, any limitation on withdrawals applicable to savings accounts will apply. See the section entitled "Regulation D savings account transaction limit and other limited activity" in the "Interest-earning accounts" section within this *Agreement*.

Notice of change in amount

If you authorize a person to regularly debit your account and the amount varies from the previous amount debited, the person debiting your account is required to tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

You have the same right to stop payment as described in the "electronic payments" section within this *Agreement*.

Liability for failure to make certain preauthorized transfers

If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages, unless any of the following conditions exist:

- You do not have enough funds in your account or linked account for *overdraft* protection to make the transfer;
- If the automated teller machine where you are making the transfer does not have enough cash or is not working properly;
- If circumstances beyond our control (such as earthquake, fire, flood, or system failure) prevent the transfer despite reasonable precautions that we have taken; or
- There are other exceptions stated in our agreement with you.

Stop payment of preauthorized electronic fund transfers

You may place a stop payment order of preauthorized electronic fund transfers by calling Wells Fargo Phone Bank at the number listed on the statement for your account at least three *business days* prior to the scheduled transfer date. The Bank requires your name and the account number associated with the such transfer, and the exact:

- Name of the payee
- The exact payment amount
- Scheduled transfer date

Failure to provide correct and complete information may prevent us from acting on the stop payment order of the preauthorized electronic fund transfer. You agree to indemnify and hold the Bank and its *affiliates*, officers, directors, employees, consultants, shareholders,

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Other electronic fund transfer services

and agents harmless from and against any loss incurred by the Bank as a result of the Bank's paying an electronic fund transfer if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized electronic fund transfer for which a valid stop payment order is in effect.) If the Bank pays a preauthorized electronic fund transfer over a valid stop payment order, the Bank may require you to provide it with an affidavit describing in detail the dispute. If you order us to stop a preauthorized transfer three *business days* or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Reversal

You have the right to reverse any unauthorized payment that was debited from your account through an automated clearinghouse (ACH). If you give the Bank written notice that you want to reverse a payment, the Bank will recredit your account for the amount of the payment. You must notify the Bank within 15 days after we send you the statement for your account that reflects the payment you wish to reverse. This right of reversal is in addition to your right to stop payment.

Electronic check conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

Preauthorized credits

Your authorization

You must specifically authorize the transferor to transfer funds electronically to your account. If you ask, the transferor may provide you a copy of your authorization.

Limitations

There are no limitations on the number of credits or the amounts that may be credited to your account.

Deposit inquiry

You have the right to find out whether an electronic transfer was credited to your account. Please contact Wells Fargo Phone Bank at the number listed on your statement for your account.

When transactions are posted

The credit the Bank provides for an electronic payment is provisional until the Bank receives final settlement or payment. If the Bank does not receive final settlement or payment, the Bank is entitled to a refund of the credit. The Bank is legally required to post any preauthorized credit to your account as of the day it is received. If you authorize a credit to an interest-earning savings account, the Bank will pay interest on that credit from the settlement date for that transaction.

Other electronic fund transfer services

Preauthorized transfers

General

If you authorize the Bank to make preauthorized transfers, the Bank may periodically transfer amounts you specify from your checking or savings account to another account or send them to you by check. This *service* is only available if you have a Wells Fargo checking or a savings account.

Your authorization

To use this *service*, you must provide the Bank with authorization.

Limitations

The Bank provides you with separate notice of any limit on the amount you may transfer at any single time or on any given day, or of any limit on the number of transfers you can make from your checking account. The limit on the number of transfers you can make from your savings account is described in "Regulation D savings account transaction limit and other limited activity" in the "Interest-earning accounts" section within this *Agreement*.

Stop payments

You have the same right to stop payment as described in the "electronic payments" section within this *Agreement*.

Online banking

To use the online banking *service*, you must be at least 13 years old and enter into a separate agreement with the Bank. Your rights and obligations regarding online banking are more fully explained in that separate agreement.

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Liability for unauthorized electronic fund transfers

In case of errors or questions about your electronic transfers

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

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

Lost or stolen card or PIN; reporting unauthorized electronic transfers

If you believe your *card*, your *card* number, or your PIN has been lost or stolen, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your account statement or write: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228- 6995. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Liability for transactions covered by Regulation E

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

If you do not tell us within two *business days* after you learn of the loss or theft of your *card*, your *card* number, or your PIN, and the Bank can prove it could have stopped someone from using your *card*, your *card* number or your PIN without your permission if you had told us, you could lose as much as \$500, subject to Zero Liability protection. Also, if your statement shows transfers that you did not make, including those made by *card*, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if the Bank can prove that it could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the Bank will extend the time periods.

Liability for unauthorized electronic fund transfers

Investigation of claims covered by Regulation E

If you tell the Bank of a claim, the Bank may require that you send your complaint or question in writing within 10 *business days*. The Bank will determine whether an error occurred within 10 *business days* after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, it may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, it will credit your account within 10 *business days* for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and it does not receive it within 10 *business days*, the Bank may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, the Bank may take up to 90 days to investigate your complaint or question. For new accounts, the Bank may take up to 20 *business days* to credit your account for the amount you think is in error. The Bank will tell you the results within three *business days* after completing its investigation. If the Bank decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation.

Point-of-sale and other transactions not covered by Regulation E

For point-of-sale and other transactions not governed by Regulation E, you are liable for all losses relating to *unauthorized EFTs* that do not result solely from the negligence or intentional misconduct of the Bank, unless the laws governing your account require lesser liability. If the laws governing your account require additional disclosures related to your electronic transactions, the Bank provides them to you in the *Schedule*.

Investigations of claims not covered by Regulation E

If you orally notify the Bank of your claim, the Bank may ask you to send your claim in writing within 10 *business days*. If the claim is not governed by Regulation E, then the following provisions apply:

- The Bank shall attempt to complete its investigation within 10 *business days* (20 *business days* if the alleged error occurred during the first 30 days your account is open) of your notifying the Bank. The Bank will report the results to you within three *business days* after completing its investigation and correct any error promptly. If the Bank needs more time, the Bank may take up to 90 days to investigate your claim, as long as the Bank provisionally recredits your account within five *business days* for the amount you think is in error. You will have the use of the money while the Bank completes its investigation. If the Bank receives your written notice within five *business days*, the Bank shall provisionally recredit your account at the end of the five-day period.
- If the Bank receives your written notice after the end of the five-day period, but within 10 *business days* (20 *business days* if the alleged error occurred during the first 30 days your account is open), the Bank will recredit your account at the end of the 10 day period (20-day period, as appropriate). If the Bank does not receive your written notice within 10 *business days* (or 20 *business days*, as appropriate), the Bank does not need to recredit your account while it completes its investigation.
- If the Bank decides that there was no error, the Bank will send you a written explanation within three *business days* after it completes its investigation. You may ask for copies of any documents the Bank used in its investigation.

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Liability for unauthorized electronic fund transfers

Zero Liability protection

Zero Liability protects you from *unauthorized EFTs* or charges to your account subject to the conditions described below.

Each *card* may be embossed with the name of the cardholder to whom it is issued. You are responsible for *cards* issued to cardholders. You will not be liable for *unauthorized EFTs* except as explained below. Under Zero Liability protection, *unauthorized EFTs* do not include (that is, you are liable for):

- Any transaction by a co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account
- Any transaction by a cardholder that exceeded the authority given by the account holder
- Any transaction a merchant has processed in error, or a transaction in which the cardholder is unhappy with goods or *services* received. In these cases, the cardholder should first contact the merchant to obtain resolution.

If a cardholder suspects that his or her *card* has been lost or stolen, or that an *unauthorized EFT* has been made with the *card* or the *card* number issued to him or her, notify the Bank as soon as possible by calling Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on the statement for your account. You may also write to the Bank at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995. The sooner the Bank is notified, the sooner the Bank can protect the linked accounts. A delay in reporting the *unauthorized EFT* may affect your liability protection, as defined below.

Notices given within 60 days of delivery of first statement

You have Zero Liability protection for an *unauthorized EFT* made with a *card* or *card* number as defined above if the Bank is notified of the *unauthorized EFT* within 60 days of when the first statement showing the *unauthorized EFT* was delivered.

Notices given more than 60 days after delivery of first statement

If the Bank is not notified within 60 days of when the first statement showing the *unauthorized EFT* was delivered, you will have the burden of proving that the transaction was unauthorized. You may be required to provide documentation in support of your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, the Bank will consider whether any negligence on the part of the cardholders has contributed to the transaction in question. Some of the factors that the Bank will consider in connection with this evaluation include:

- **Timely reporting of lost *card*.** Whether any loss or theft of the *card* was reported to the Bank within 48 hours of discovery of the loss or theft.
- **Prompt review of statements.** Whether you promptly reviewed any statement for your account that was provided to you.
- **Prompt report of *unauthorized EFT*.** Whether, following discovery of an unauthorized use of the *card* on a statement for your account, the *unauthorized EFT* was reported to the Bank within 48 hours of the discovery.
- **Safeguard *card* and PIN.** Whether the cardholder exercised reasonable care in safeguarding his or her *card*, *card* number, and Personal Identification Number (PIN) from loss or theft.
- **Multiple prior incidents.** Whether you have reported multiple incidents of *unauthorized EFTs* to the Bank within the 12-month period immediately preceding your claim and the facts and circumstances surrounding those incidents.

Wells Fargo Phone Bank

General

This section describes the special rules applicable to the *services* available through Wells Fargo Phone Bank. Wells Fargo Phone Bank may be accessed by telephoning the Bank at the number provided on the statement for your account and either using the automated telephone banking *service* and/or speaking with a phone banker.

Security procedure

The Bank will use a security procedure to authenticate the caller seeking to access *services* using Wells Fargo Phone Bank. If a Personal Identification Number (PIN) has been assigned (for ATM card, debit card, or PIN-only use), the Bank may use the PIN as the security procedure to permit access to the automated telephone banking *service*. If a PIN has not been assigned, or if Wells Fargo Phone Bank is not accessed through the automated phone system, other information the Bank has on file about you, your *authorized signer* or your account will be used as the security procedure to permit access to Wells Fargo Phone Bank.

PIN security

You may change your PIN at anytime by using the Customer Selected PIN *service* at a Banking Location or by requesting the mailing of a new randomly selected PIN when calling Wells Fargo Phone Bank. The Bank may cancel your Customer Selected PIN at any time without notice. To ensure your PIN is not cancelled due to inactivity, it must be used at least once during the preceding six-month period.

Liability waiver

When the Bank authenticates a caller through use of a PIN and/or any other information, the Bank may, in its sole discretion, trust that the caller has authorized any transactions performed, without limitation, to transfer of funds between or among your linked accounts.

Information and transfers

You may obtain information about your account by telephone. If you maintain more than one account, you may transfer funds between those accounts by telephone.

Limitations

The limitations on the number of transfers you can make from your savings accounts are described in the section of this *Agreement* entitled "Regulation D savings account transaction limit and other limited activity" in the "Interest-earning accounts" section.

When transactions are posted

Telephone transfers accepted by the Bank prior to the Bank's cutoff hour on a *business day* are posted on that day, if possible. Telephone transfers which cannot be posted the same day or which are received after the cutoff hour, on a holiday observed by the Bank, or over the weekend, are posted on the next *business day*.

Telephone transactions not covered by EFTA/Regulation E

The Electronic Fund Transfer Act (EFTA) and Regulation E do not apply to electronic fund transfers initiated by telephone unless under a written plan in which periodic or recurring transfers are intended.

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Terms of use to Wells Fargo Mobile Text Banking Service

Wells Fargo Mobile Text Banking Service

These terms of use set forth the terms and conditions for use of the Wells Fargo Mobile Text Banking Service ("Text Banking Service"). You agree to all the terms, conditions, and notices contained or referenced in these terms of use, and to any subsequent changes and amendments which may be updated and posted to the Bank's website from time to time.

Upon registering for the Wells Fargo Mobile Text Banking Service, YOU ARE PROVIDING YOUR PRIOR EXPRESS CONSENT permitting the Bank (and any party acting on behalf of Wells Fargo) to contact you at the telephone number you are registering. We may contact you for emergency, fraud prevention, or servicing purposes. You agree that Wells Fargo may use automatic telephone dialing systems in connection with text messages sent to any telephone number you register, even if the telephone number is assigned to a cellular telephone service or other service for which the called party is charged. You may only register telephone numbers that belong to you.

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

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