

**U.S. BANK
ONLINE AND
MOBILE BANKING
AGREEMENT**

May 16, 2014

TABLE OF CONTENTS

INTRODUCTION	1
DEFINITIONS	1
GETTING STARTED	2
ELIGIBILITY	2
YOUR RESPONSIBILITY.....	2
CELLULAR PHONE CONTACT POLICY.....	2
PRIVACY & CONFIDENTIALITY.....	3
FEES AND CHARGES.....	3
MOBILE BANKING SOFTWARE LICENSE	3
ONLINE AND MOBILE SECURITY	5
PROTECTING YOUR PERSONAL ID AND PASSWORD.....	5
REPORTING UNAUTHORIZED TRANSACTIONS	5
ERROR RESOLUTION.....	6
STOP PAYMENT REQUESTS.....	6
ACCOUNT MANAGEMENT	7
ACCOUNT ACCESS.....	7
DATA SYNCHRONIZATION	7
TRANSFERS BETWEEN ACCOUNTS.....	7
ONLINE STATEMENTS AND NOTICES	9
ACCOUNT ALERTS.....	10
FEATURED ONLINE SERVICES	12
PAY BILLS	12
U.S. BANK PAY A PERSON	16
DEPOSITPOINT	21
INVESTMENT ACCOUNT ACCESS	26
U.S. BANCORP INVESTMENTS ACCOUNT ACCESS.....	26
ADDITIONAL TERMS AND CONDITIONS	28
TOOLS AND CALCULATORS; PERSONAL FINANCIAL MANAGEMENT SOFTWARE	28
THIRD PARTY CONTENT, SERVICES, AND LINKS TO OTHER INTERNET SITES	28
INTELLECTUAL PROPERTY RIGHTS OF U.S. BANK	28
ACCESSING ONLINE SERVICES FROM OUTSIDE THE UNITED STATES	28
EXPORT CONTROL.....	29
CHANGES IN TERMS OF USE.....	29
DELAY OR SUSPENSION OF SERVICE	29
TERM AND TERMINATION.....	29
NO WARRANTIES	29
LIMITATION OF LIABILITY; INDEMNIFICATION	29
WAIVER	30
SEVERABILITY; HEADINGS	30
ASSIGNMENT	30
GOVERNING LAW	30
COMPLETE AGREEMENT.....	30
ARBITRATION	30
CONTACT US	32
U.S. BANK 24-HOUR BANKING	32
U.S. BANK BUSINESS SERVICE CENTER	32
U.S. BANCORP INVESTMENTS.....	32
CALL IMMEDIATELY TO REPORT UNAUTHORIZED TRANSACTIONS	32

INTRODUCTION

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

This Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in Online Services, you agree to the most recent version of this Agreement, which is available to you online at www.usbank.com, on our mobile application, or at your local U.S. Bank branch. You may also request a copy by calling us at a number listed at the end of this Agreement. You may withdraw your consent at any time by contacting us at a number listed at the end of this Agreement and discontinuing your use of Online Services.

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

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

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement.

- The words “**we,**” “**our,**” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**, its affiliates, successors, and assigns.
- The words “**you**” and “**your**” mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by this Agreement. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “**Business Account**” means (1) any account established by a sole proprietor, corporation, partnership, limited liability entity, or any other business entity, or (2) any account established for other than primarily personal, family, or household purposes.
- “**Business Days**” include Monday through Friday. The Federal Reserve Bank holidays are not included.
- “**Consumer**” means a natural person, and does not include a corporation, limited liability company, or other entity.
- “**Consumer Account**” means any means a demand deposit (checking), savings, or other consumer asset account established primarily for personal, family, or household purposes.
- “**Eligible Account**” means a U.S. Bank consumer or small business deposit account (i.e. checking or savings) with a check/ATM card, a U.S. Bank consumer or small business credit card; or a U.S. Bank consumer loan or line of credit.
- “**External Account**” means a consumer or small business deposit account (i.e. checking or savings) held at a domestic (United States) financial institution other than U.S. Bank.
- “**Brokerage Account**” means an eligible U.S. Bancorp Investments, Inc. (“**U.S. Bancorp Investments**”) account. U.S. Bancorp Investments is a federally registered investment adviser, federally registered broker-dealer, and member of FINRA and SPIC. U.S. Bancorp Investments is a subsidiary of U.S. Bancorp and an affiliate of U.S. Bank. Investment products and services are: Not a Deposit • Not FDIC Insured • May Lose Value • No Bank Guarantee • Not insured by any Federal Government Agency. Note that some Online Services may not be available for use with Brokerage Accounts.
- “**Service Providers**” means U.S. Bank, its affiliates, any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

GETTING STARTED

ELIGIBILITY

To use the Online Services, you must:

- Be a U.S. Bank or U.S. Bancorp Investments customer with an Eligible Account or a Brokerage Account;
- Establish and maintain valid log-in credentials (including a personal ID and password) for Online Services; and
- Maintain a valid e-mail address;

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

YOUR RESPONSIBILITY

Providing Personal Information

Your enrollment in Online Services may not be fulfilled if we cannot verify your identity or other necessary information. You agree to provide accurate and complete information about yourself and you agree not to misrepresent your identity. It is your sole responsibility, and you agree, to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made online or by calling us at a number listed at the end of this Agreement. All changes made are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

No Illegal Use

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

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access Online Services. If using a computer, you will need Adobe Acrobat Reader version 8.0 (or higher) to view, print and/or save your online statements and legal notices. The latest version of Adobe Reader is available for free at www.adobe.com.

CELLULAR PHONE CONTACT POLICY

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

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

Consent to Receiving Text Messages and Other Communications

You will need to register your mobile phone before we are able to send you text messages such as Account Alerts. When you register your mobile number for use with Online Services, we will send you a four-character confirmation code that you will need to enter to complete your registration.

By registering your cellular phone number for text based services such as Account Alerts, you expressly consent to receiving text messages related to the specific Online Services that use such functionality (i.e. Account Alerts and U.S. Bank Pay A Person). Message and data rates may apply and you are responsible for any such charges. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions, you may send a text message with the word **“HELP”** to this number: 872265. To stop receiving text messages on your mobile phone, text **“STOP”** to this number: 872265.

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

PRIVACY & CONFIDENTIALITY

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

Monitoring and Recording Communications

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

Location Based Information

If you use any location-based feature of any Online Service (such as our ATM locator on a mobile device) you agree that your geographic location and other personal information may be accessed and disclosed through the application or service. If you wish to revoke access to such information you must cease using location-based features of the application or service. Please see the U.S. Bank Privacy Pledge to learn more about how we use and share your information.

FEES AND CHARGES

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

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

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

MOBILE BANKING SOFTWARE LICENSE

You may access Online Services on a mobile device by using our mobile banking application available on Android or iOS. We reserve the right to modify the scope of Online Services available on our mobile application at any time and you agree that some or all of the Online Services may not be accessible or may have limited utility.

Subject to your compliance with this Agreement, you are hereby granted a personal limited license (**“License”**) to download, install and use the mobile banking application software (**“Software”**) on your mobile device within the United States and its territories.

This License shall be deemed revoked immediately upon:

- The termination of your enrollment in Online Services in accordance with this Agreement;
- Your deletion of the Software from your mobile device;
- Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

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

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software,

receiving or sending mobile banking text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

ONLINE AND MOBILE SECURITY

As a U.S. Bank or U.S. Bancorp Investments customer engaging in Online Services, you have chosen a personal ID and password which allows you to access Online Services. Information you provide in connection with Online Services will be stored on secure U.S. Bank servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your personal ID and password for Online Services. Please use maximum caution in protecting your personal ID and password.

PROTECTING YOUR PERSONAL ID AND PASSWORD

You are responsible for keeping your personal ID and password confidential. You are also responsible for ensuring that you have logged out when your online banking session is complete to prevent unauthorized persons from using Online Services.

If you give anyone access to your personal ID and password, you agree that each person will be acting as your agent and on your behalf and will be bound by this Agreement and any separate agreement governing your account. Any arrangements between you and such other person are strictly between you, and we are not liable for such other person's access or actions. We may rely and act on all instructions received via our web sites using your personal ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you. You agree that any transaction that would otherwise require two or more signatures will not apply to Online Services.

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

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

REPORTING UNAUTHORIZED TRANSACTIONS

If you believe that an unauthorized transaction has been made from your account you must immediately contact our Fraud Liaison Center at the number listed at the end of this Agreement. You may also notify us in person at any U.S. Bank branch or by writing us at U.S. Bank Online Banking Customer Service, P.O. Box 5190, Portland, OR 97208. Contacting us right away will help you reduce possible losses.

Consumer Accounts

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

Business and Brokerage Accounts

The provision for Consumer Accounts described above does not apply to Business or Brokerage Accounts.

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

ERROR RESOLUTION

Consumer Accounts

In case of errors or questions about Consumer Account transactions related to any Online Service, please contact us as soon as you can by calling one of the numbers listed at the end of this Agreement, writing to us at U.S. Bank Online Banking Customer Service, P.O. Box 5190, Portland, OR 97208, or visiting any U.S. Bank branch.

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

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we may take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time that it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your question and we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents used in our investigation.

Business and Brokerage Accounts

In case of errors or questions about any Business or Brokerage Account transactions related to any Online Service, please contact us as soon as you can by visiting any U.S. Bank branch or by calling the U.S. Bank Business Service Center or U.S. Bancorp Investments at a number listed at the end of this Agreement. You may also write us at U.S. Bank Online Banking Customer Service, P.O. Box 5190, Portland, OR 97208.

STOP PAYMENT REQUESTS

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

Electronic Payments

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

Paper Payments

If the payment is made by a paper check issued on your behalf, and we have already paid the check, it is NOT possible to stop payment. If we have not yet paid the check, it may be possible to stop payment. To stop payment of a paper check in this circumstance, you must call us at a number listed at the end of this Agreement.

Preauthorized Payments

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

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

ACCOUNT MANAGEMENT

ACCOUNT ACCESS

All of your Eligible Accounts are automatically associated with your online profile and you may access account information for any of your Eligible Accounts via Online Services. You can also download and view account information such as the transactional history and available account balances of your Eligible Accounts.

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

DATA SYNCHRONIZATION

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

TRANSFERS BETWEEN ACCOUNTS

Introduction

You may transfer funds between your Eligible Accounts (“**Internal Transfer**”), between an Eligible Account and an External Account (“**External Transfer**”), or make payments on your associated U.S. Bank loans and lines of credit. In most cases, you may transfer funds from deposit accounts in which you have an unrestricted right to withdraw funds and credit accounts in which you have an unrestricted right to borrow money.

Types of Transfers

Cash Advances – You may initiate a cash advance from any linked U.S. Bank credit product to your associated Eligible Account or verified External Account.

Funds Transfers – You may initiate a one-time or a recurring transfer of funds between any of your associated Eligible Accounts and/or verified External Accounts.

Make a Payment – You may make a payment from an Eligible Account to an associated U.S. Bank loan, line of credit, or credit card account.

Fees and Charges

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

Timing and Delivery

Internal Transfers – Internal Transfers initiated before the daily cutoff time will be posted immediately. The daily cutoff time for Internal Transfers varies based on the type of account. These cutoff times are described within the user interface and in the account agreement for that specific account.

External Transfers: Standard Delivery – Transfers initiated before 12:00 A.M. Central on a Business Day will begin processing immediately and the funds will be available in your designated External Account within 3 Business Days.

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

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

E-mail and External Account Verification

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

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

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

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

External Account Authority

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

Authorization

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

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

Transfer Method

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

Cancellations

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

Limitations of Transfers Between Accounts

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

Transaction Minimums – Internal cash advances require a minimum transfer amount of \$50. Transfers between Eligible Accounts and/or External Accounts require a minimum transfer amount of \$5.

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

External Transfers have transaction, daily and monthly transfer limits that may change based on how you use the service. These limits are displayed within the user interface each time you initiate an External Transfer.

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

ONLINE STATEMENTS AND NOTICES

Introduction

You may elect to receive account statements and notices electronically for any Eligible Account as detailed below. Your selected documents will be delivered to the U.S. Bank Secure Message Center (accessed by logging in to your account) in a format that you can view online, save to your computer, or print at your convenience. You will also begin to build a seven year electronic document history that may be accessed at any time through the U.S. Bank Secure Message Center.

Once you enroll in the electronic presentment of any document, you will no longer receive paper versions of the selected documents and you agree that any electronically presented document will not be mailed to you unless you specifically request it. To request a paper copy of any disclosure, notice or other document, contact us at a number at the end of this Agreement. Copies of important account notices and tax statements will be mailed at no charge. Copies of previously issued account statements, copies of checks, or other account specific items may carry a fee (please see your Consumer and Business Pricing Information brochure or call us at a number at the end of this Agreement for more information).

Account Notices and Tax Statements

By default, you will receive paper versions of your account notices and tax statements (i.e. overdraft notices, stop payment confirmation letters, 1099 INT statements, etc.) and you must enroll for the electronic delivery of each of these documents separately for each Eligible Account. **Once you initiate electronic delivery of a particular document, you will continue to receive that document electronically until you change your delivery preferences as described below.**

Account Statements

You will receive an account statement on a monthly basis unless there are no account transactions in a particular month. In any case, you will receive a statement at least quarterly for any account that you electronically access.

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

Consumer and Small Business Checking, Savings and Money Market accounts – Online Statements will be available at the same frequency as paper statements; generally, this means that you will receive a monthly statement online for checking and money market accounts and a quarterly statement for standard savings accounts.

Consumer Loan, Lease and Home Equity Line of Credit accounts – Customers who are currently receiving paper statements are eligible to register these accounts for Online Statements unless the account has been charged off, has been closed, is in bankruptcy, or has gone more than 60 days past due on any occasion.

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

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

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

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

You understand and agree that by enrolling in Online Statements, you will no longer receive a paper account statement by mail and the registered account will no longer appear on any combined paper statements.

Managing Your Delivery Preferences

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

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

Limitations

The Secure Message Center and Online Statements and Notices are only available when logged on at www.usbank.com and may have limited functionality if accessed from a mobile device.

ACCOUNT ALERTS

Introduction

You may establish Standard and Take-Action Account Alerts for any of your Eligible Accounts. All Account Alerts are sent via e-mail or text message as designated by you and may be managed as described below. Message and data rates may apply. Account Alerts are available through all devices supported by AT&T, Boost, T-Mobile®, Verizon Wireless, Cincinnati Bell, U.S. Cellular® and Google Voice. Message frequency depends on the account settings you select.

Standard Account Alerts

Standard Account Alerts are passive notifications and reminders related to your Eligible Account. Some examples include: low balance alerts, account statement availability alerts, transactional alerts (such as withdrawals over a specified amount), and credit card payment alerts.

Take-Action Account Alerts

Take-Action Account Alerts are responsive notifications that allow you to activate a pre-established transaction. For example, a low balance Take-Action Account Alert allows you to transfer a pre-established amount from a Transfer Account (defined below) to the account that generated the low balance alert simply by responding to the Take-Action Account Alert message.

A Transfer Account may be any account in which you have an unrestricted right to withdraw funds and credit accounts in which you have an unrestricted right to borrow money.

- You authorize us to withdraw, debit, or charge the funds from your designated Transfer Account in order to complete Take-Action Account Alert transfers. When you use Take-Action Account Alerts to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature. Each transfer made from a credit account is treated as a cash advance from that account and is subject to the terms of your Credit Agreement

You will receive an Action Code within the body of the Take-Action Account Alert message. **You must reply to the Take-Action Account Alert by typing in the Action Code in order to complete the pre-established transfer.** If you decide you do not want to complete the transfer, just disregard the alert and the transfer will not be initiated.

Establishing Alerts

You may choose which Account Alerts you would like to receive, the account(s) to which the Account Alerts will relate, and up to three electronic addresses (e-mail address or mobile number) to which the Account Alerts will be sent. You agree to notify us of any change to your electronic addresses in order to ensure continued delivery of your Account Alerts.

For Take-Action Account Alerts, you will also select the Transfer Account and the amount to transfer. The minimum transfer amount for deposit accounts (i.e. checking and savings) is \$5.00 and the minimum transfer amount for credit accounts is \$50.00.

Managing Your Alerts

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

Delivery of Alerts

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

Limitations of Account Alerts

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

When selecting the Transfer Account for Take-Action Account Alerts, keep in mind that Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market accounts to a combined total of six per account cycle. This includes pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the Consumer Pricing Information and Business Pricing Information brochure for your deposit account).

If there are insufficient funds in the designated Transfer Account, we may either refuse to make the payment or we may make the payment and thereby overdraw the designated Transfer Account. In either event, you are responsible for any non-sufficient funds (NSF) or overdraft charges that we may impose.

Take-Action Account Alerts are time sensitive and transfers are subject to account cut-off times as described in the user interface or the respective account agreement.

A low balance Take-Action Account Alert is not a substitute for overdraft protection and it may not prevent you from incurring overdraft fees should you respond to the Take-Action Account Alert after the cut-off time, additional debit items post to your account after the Take-Action Account Alert is generated, or if additional items post after you have transferred the funds. It is your responsibility to ensure that all your accounts have sufficient funds to cover all outstanding items.

FEATURED ONLINE SERVICES

PAY BILLS

Introduction

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

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

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

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

Your Responsibility

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

Payee information may be added manually, through Photo Bill Pay on a mobile device, or through electronic bill presentment. In any case, you are responsible for ensuring the accuracy of all Payee information.

Our Responsibility

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

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

Payment Authorization and Payment Remittance

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

When you have entered and transmitted a payment instruction, you authorize us to reduce the Payment Account accordingly. If there are insufficient funds in the Payment Account to make payments you have authorized, we may either refuse to make

the payment or we may make the payment and thereby overdraw the Payment Account. In either event, you are responsible for any non-sufficient funds (NSF) or overdraft charges that we may impose. We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous. In order to process payments more efficiently and effectively, Pay Bills may edit or alter payment data or data formats in accordance with Payee directives.

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

Types of Payments

Single Payments – You may establish a one-time payment to any Payee located in the United States.

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

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

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

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

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

Payment Scheduling

Timing – It is your responsibility to establish your single payments or your Payment Schedule in such a manner that your bills will be paid on time. The earliest possible payment date for each Payee will be designated within the application when you are scheduling the payment. When scheduling payments, you must select a scheduled payment date that is no later than the actual due date unless the due date falls on a non-Business Day. If the actual due date falls on a non-Business Day, you must select a scheduled payment date that is at least one (1) Business Day **before** the actual due date; payment instructions received on weekends or holidays will be considered received on the next Business Day. We are not responsible for delays caused by the United States Postal Service.

You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in accordance with this Agreement.

Grace Periods – You must schedule payments to be made **on or before** the date each payment is due, rather than during any grace period after the due date. We are not responsible for any late payment or finance charges that may be imposed because you schedule a payment to be made after its due date.

Early Posting – Payments may be received by the Payee and presented to us for payment before your requested payment date. Notwithstanding the limitations described in the section titled “Our Responsibility,” Pay Bills will be responsible for any fees and charges you incur as a result of not having sufficient funds due to a payment being presented prior to your requested payment date.

Payment Methods

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

Unsuccessful Transactions

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

Payment Cancellations

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

Bill Delivery and Presentment

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

Information provided to the biller – Pay Bills is unable to update or change your personal information such as, but not limited to, name, address, and phone numbers and e-mail addresses, with the electronic biller. Any changes will need to be made by contacting the biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. Pay Bills may, at the request of the biller, provide to the biller your e-mail address, service address, or other data specifically requested by the biller at the time of activating the electronic bill for that biller, for purposes of the biller informing you about Pay Bills and/or bill information.

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

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

Notification – Pay Bills will use its best efforts to post all of your electronic bills promptly. You will receive a notification of newly posted bills within the Pay Bills system. In addition to notification within Pay Bills, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive an e-mail notification, it is your responsibility to periodically logon to Pay Bills and check for the delivery of new electronic bills. The time for notification may vary from biller to biller. **You are responsible for ensuring timely payment of all bills.**

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

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

Accuracy and dispute of electronic bill – Pay Bills is not responsible for the accuracy of your electronic bill(s). Pay Bills is only responsible for presenting the information we receive from the biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the biller directly.

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

Limitations of Pay Bills

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

We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

We reserve the right to charge or limit access for payroll payments.

Payee Restrictions – You can only pay payees with United States addresses. While most payments can be made using Pay Bills, we reserve the right to refuse to make payments to certain payees. Tax payments and court ordered payments may be scheduled through Pay Bills; however such payments are discouraged and must be scheduled at your own risk. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from your scheduling of these types of payments; all research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

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

Cancelling the Pay Bills service

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

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

U.S. BANK PAY A PERSON

Introduction

With U.S. Bank Pay A Person, you can send, receive, and request money electronically to/from anyone using an account number, e-mail address, or a mobile phone number. U.S. Bank Pay A Person is powered by Popmoney® Personal Payments Service.

Definitions

“ACH Network” means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

“Eligible Transaction Account” is a transaction account from which your payments as a Sender will be debited, or to which payments and credits to you will be credited.

“Payment Instruction” is the information provided by the Sender for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, e-mail address, and bank account and routing number information).

“Payment Network” means a payment network (for example, the ACH Network) through which funds may be transferred.

“Receiver” is a person or business entity that receives a payment transaction through U.S. Bank Pay A Person.

“Sender” is a person or business entity that sends a payment transaction through U.S. Bank Pay A Person.

Your Responsibility

Accuracy – It is your responsibility to ensure the accuracy of any information that you enter into U.S. Bank Pay A Person. You will be responsible for any transaction processed on your Payment Instruction even if you make an error. It is your error if you sent the transaction to the wrong Receiver because you mistype, or otherwise incorrectly enter the Receiver’s name, account number, telephone number and/or e-mail address; you send too little or too much money because you mistype, or otherwise incorrectly enter, the dollar amount; or you send a duplicate transaction because you believe that the initial transaction was not successful.

You are responsible for informing us as soon as possible if you become aware that any information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

Taxes – It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Sufficient Funds – You agree to maintain sufficient funds in your Eligible Transaction Account to cover the amount of any payments you initiate through U.S. Bank Pay A Person. We have the right to suspend your use for future transactions if you do not maintain sufficient funds in your Transaction Account.

Acceptable Use – You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of U.S. Bank Pay A Person, regardless of the purpose of the use, and for all communications you send through U.S. Bank Pay A Person. We and other Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way.

Our Responsibility

We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- U.S. Bank Pay A Person is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or phone number of the Receiver to whom you are sending a payment; and/or

- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Our Relationship – We do not have control of, or liability for, any products or services that are paid for with our U.S. Bank Pay A Person service. We also do not guarantee the identity of any user of the U.S. Bank Pay A Person service (including but not limited to Receivers to whom you send payments).

Fees and Charges

There may be additional fees and charges for sending and requesting money using Pay A Person; these fees are described within the user interface and in the Online and Mobile Banking Fee Guide found at the end of this Agreement. You agree to pay all such fees and charges associated with Pay A Person and authorize us to deduct the calculated amount from your U.S. Bank account(s) or from the funds you receive pursuant to a request for payment. Fees will only be assessed if the money transfer is completed (i.e. funds you send are picked up by a Receiver or you accept the funds that someone send you pursuant to a request).

Send Money

You may use Pay A Person to send money along with a short message to anyone using an e-mail address or a mobile phone number. You may also use Pay A Person to send money along with an e-greeting to anyone using an e-mail address. The “Send Money” feature may be used to initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates.

Payment transactions initiated to Receivers are processed in one of two ways. You can provide all the required information about the Receiver, including his or her account information necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an e-mail address or mobile telephone number) and U.S. Bank Pay A Person will contact the Receiver and request that the Receiver provide information so that we may validate the identity of the Receiver. The Receiver will then be asked to provide account information in order to complete the payment transaction. If the Receiver maintains an Eligible Transaction Account with an institution that participates in the Popmoney® network, the Receiver may access the Popmoney® service at his or her financial institution’s website or mobile application to complete the payment transaction and receive the payment.

Request Money

You may use Pay A Person to request money by sending a short message to anyone using an e-mail address or a mobile phone number. The person receiving a request for money will have the option to pay the full amount requested, pay a partial amount, or decline the requested payment.

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

Requests may be cancelled at any time before the recipient initiates the transfer to you and all unanswered requests will expire after 30 days.

Please contact us immediately at a number at the end of this Agreement if you receive a request for money that you believe is offensive, abusive, or otherwise violates this Agreement. This includes any request that violates the “Prohibited Use” and “Prohibited Payments” sections described below.

Timing and Delivery

Pay a Person is available 24/7/365 but transactions will be processed and delivered according to the following schedule:

Standard Payment – Transactions initiated before 12:00 A.M. Central on a Business Day will begin processing and the funds will be debited from your Eligible Transaction Account on that Business Day. The funds will be eligible to be claimed by the Receiver within three Business Days from the date you initiated the transaction.

Next Day Payment – Transactions initiated before 9:00 P.M. Central on a Business Day will begin processing and the funds will be debited from your Eligible Transaction Account on that Business Day. The funds will be eligible to be claimed by the Receiver within one Business Day from the date you initiated the transaction.

- Standard and Next Day transactions initiated after the cut-off times listed above on a Business Day, or on a non-Business Day, will begin processing and the funds debited from your Eligible Transaction Account on the next available Business

Day. In these instances, the date the transaction is processed will be considered the first Business Day and the funds will be eligible to be claimed by the Receiver in accordance with the selected delivery method as calculated from this date.

Instant Payment – Transactions initiated at any time will begin processing and the funds will be debited from your Eligible Transaction Account immediately. The funds will be eligible to be claimed by the Receiver immediately after you initiate the transaction.

The selected payment delivery option indicates how quickly we will make the funds eligible to be claimed by the Receiver. The actual deposit into the Receiver's Eligible Transaction Account may be delayed if the Receiver has not provided U.S. Bank Pay A Person (or affiliated Popmoney® client) with certain required information such as his or her Eligible Transaction Account information.

Payment Authorization

You are responsible for all payments and requests you authorize using U.S. Bank Pay A Person. If you permit other persons to use U.S. Bank Pay A Person, you are responsible for any transactions they authorize from your accounts.

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

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

Payment Methods

Although the ACH Network is often used to execute U.S. Bank Pay A Person payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions.

We will select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

Receiving Payments

If another person wants to send you a payment transaction using U.S. Bank Pay A Person (or through the Popmoney® network), you understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account. You may also be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and Popmoney® to send e-mails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you.

Unsuccessful Transactions

Rejected Payments – When a Sender initiates a payment transaction, the Receiver is not required to accept the payment transaction. You agree that, as a Sender, you will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment transaction initiated or attempted through U.S. Bank Pay A Person. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. We will make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

Failed Payments – We will notify you if we are unable to complete the payment transaction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the payment transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account). We may however, at our discretion, complete the credit transaction and send funds to the Receiver prior to successfully debiting your Eligible Transaction Account. If we complete the credit transaction and are not able to complete the debit transaction for any reason including when there are insufficient funds in your account, you agree that:

- We may attempt to re-debit your Transaction Account

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

Refused Payments – We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

Payment Cancellations

You may cancel requested, scheduled, and pending payments through the user interface or by calling us at a number at the end of this Agreement. Our ability to cancel a payment will depend on the manner in which the payment transaction was initiated and whether the payment has begun processing. Once a payment has been accepted by a Receiver, it cannot be cancelled, edited, or stopped.

Limitations of U.S. Bank Pay A Person

Transaction Limits – For security reasons, there are limits on the amount of money you can send through U.S. Bank Pay A Person. You will be notified of the limits in effect in the user interface at the time you initiate a transaction. These limits may change at our sole discretion based on periodic risk assessments.

If your Eligible Transaction Account is a savings or money market account, Federal Regulation D limits certain types of withdrawals and transfers to a combined total of six per account cycle. This includes withdrawals made by check or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the Consumer Pricing Information and Business Pricing Information brochure for your deposit account).

Prohibited Use – You are prohibited from using U.S. Bank Pay A Person for any communications or activities that:

- Violate any law, statute, ordinance or regulation;
- Promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- Defame, abuse, harass or threaten others;
- Include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- Infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Impose an unreasonable or disproportionately large load on our infrastructure;
- Facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- Constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the U.S. Bank Pay A Person service or the portion of the site through which the U.S. Bank Pay A Person service is offered without our prior written permission;
- Constitute use of any device, software or routine to bypass technology protecting the site or U.S. Bank Pay A Person service, or interfere or attempt to interfere, with the site or the U.S. Bank Pay A Person service; or
- May cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

Prohibited Payments – You agree to not use U.S. Bank Pay A Person for any of the following payments or requests for payments. We have the right but not the obligation to monitor for, block and/or reverse such payments.

- Payments to persons or entities located outside of the United States and its territories;
- Payments that violate any law, statute, ordinance or regulation; and
- Payments that violate this Agreement.

- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) are by payment processors to collect payments on behalf of merchants, (5) constitute money-laundering or terrorist financing; (6) are associated with the following “money service business” activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or stored value, or (7) provide credit repair or debt settlement services; and
- Payments that involve donations to an unauthorized charity or unauthorized non-profit organization.
- Tax payments and court ordered payments.

In no event shall we be liable for any claims or damages resulting from your use of Pay A Person for prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be the sole responsibility of the Sender. We encourage you to provide notice to us by the methods described in this Agreement of any violations of this section or this Agreement generally.

Suspension of Service; Termination of Service

We may suspend your access to the U.S. Bank Pay A Person service at any time and for any reason, without notice, including but not limited to, if you close your Eligible Transaction Account and you do not register a new Eligible Transaction Account, a debit transaction is returned because you do not have sufficient funds in your account, you have an outstanding collection item, suspicious account activity or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for U.S. Bank Pay A Person, you will not be able to send and/or receive payments using U.S. Bank Pay A Person. Your account may be reinstated without a request by you. To request a reinstatement of your Eligible Transaction Account, contact us at a number listed at the end of this Agreement.

In the event you wish to terminate your enrollment in U.S. Bank Pay A Person, you may contact us as at a number at the end of this Agreement. Any payment(s) that have begun processing before the requested termination date will be processed by us.

Neither suspension nor termination shall affect your liability or obligations under this Agreement.

DEPOSITPOINT

Introduction

DepositPoint is a service that provides you with the option of making deposits into an Eligible Account through a remote deposit capture service.

As part of DepositPoint's remote deposit capture service, checks may be processed as a Check Image or Substitute Check (each as defined below). Through DepositPoint, you capture and convert checks into Check Images and then transmit the Check Images to us for processing and collection. We will collect those Check Images through the check collection system by presenting or exchanging Check Images or using Check Images to create Substitute Checks for collection.

Definitions

"Check Image" means an electronic image of an original paper check or an electronic image of a Substitute Check that is created by you, us, or another bank or depository institution in the check collection system.

"Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

"Customer System" means the computer hardware, mobile device, software, and web-based applications used by you to prepare Electronic Deposits and to access the DepositPoint remote deposit capture service.

"Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, or dollar amount information), obtained from capturing information from an original paper check, that is transmitted to us for deposit, processing and collection.

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

"Remote Deposit Capture System" means U.S. Bank's computer systems and databases that you may access in order to use DepositPoint.

"Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

Your Responsibility

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

- From your breach of a representation or warranty,
- As a result of any of your acts or omissions in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check;
- From any duplicate, fraudulent or unauthorized check, Check Image or Substitute Check;
- For any loss caused by our acceptance or creation of a Check Image or Substitute Check instead of presentment of the original paper check; or
- From any other act or omission arising out of our action or inaction taken pursuant to any request by you or pursuant to this Agreement.

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

- Maintaining your own internal security procedures,
- Safeguarding the security and confidentiality of any information obtained from your deposited checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Remote Deposit Capture System, or your other computer/data systems or portable media; and
- Preventing errors or unauthorized access to the Customer System or the Remote Deposit Capture System.

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

Our Responsibility

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

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

- For which you have not provided us with full and correct MICR Data and dollar amount from the original paper check;
- For which you have not provided an accurate and legible image of the original paper check,
- For which you have failed to comply with formatting standards or other guidelines required by us; or
- That would violate this Agreement or any other agreement between you and us.

Determination of Items Eligible for DepositPoint

Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the preceding sentence, we reserve the right to reject any deposit for any reason and the following items are specifically **not eligible** for deposit using DepositPoint:

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

Creating an Electronic Deposit

Endorsement – The check must be properly endorsed by the payee(s) of the check and the check must be deposited into an account of one of the payees. Endorse the back of the check with your signature, the words “for deposit only at U.S. Bank”, and account number to which you are depositing the check.

Accuracy – You are responsible for accurately capturing an image of each paper check and inputting the correct dollar amount of the check into the Customer System.

You acknowledge that we do not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. We may, in our sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but we have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If we require that you comply with certain formatting standards or other guidelines when submitting Electronic Deposits and you decline to implement, or comply with, such standards or guidelines, you acknowledge that we are not liable for any error or loss that results from our processing of such Electronic Deposit or from our re-formatting or conversion of the Electronic Deposit prior to processing

Check Information – The MICR number, check number, and name of the maker of the check must be commercially printed on the check. A MICR defect, such as a tear in the MICR line, or markings over the MICR line may inhibit the Customer System’s ability to read this information. If you receive error messages indicating that the Customer System is unable to read the MICR line, or any other information printed on the check, then the check must be physically deposited at your local bank branch or ATM.

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

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

Security Features – You acknowledge that current image technology may not capture all security features (e.g., watermarks) contained in the original paper checks, and you must manually examine checks prior to transmission to us to verify their authenticity. You agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

Fees and Charges

There may be additional fees and charges for using DepositPoint; these fees are described within the user interface and in the Online and Mobile Banking Fee Guide found at the end of this Agreement. You agree to pay all such fees and charges associated with DepositPoint and authorize us to deduct the calculated amount from your U.S. Bank account(s). Fees will only be assessed if the Electronic Deposit is accepted.

Funds Availability

This policy only applies to deposits made using DepositPoint; deposits made at a branch location or ATM remain subject to the funds availability policy outlined in the most current version of your deposit account agreement.

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

DepositPoint is available 24/7/365, but the funds availability of the approved deposit is subject to the following processing cut-off times:

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

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

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

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

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

Uploading an Electronic Deposit

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

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

Returned or Rejected Items

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

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

Collection of an Electronic Deposit

Check images are processed similarly to traditional paper checks; DepositPoint does not process Check Images through ACH conversion. We will determine the manner in which we will seek to collect a Check Image and we reserve the right to process a Check Image by any of the following methods:

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

We will have no liability to you or any other person in the event that your deposited check is processed as, or converted by us to, a Check Image or Substitute Check.

Marking, Retaining and Destroying Original Paper Checks

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

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

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

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

Representations and Warranties

With respect to each Check Image or Electronic Deposit that you transmit to us, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check. In addition you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting U.S. bank, a Federal Reserve Bank, a

Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when we transfer, present or originate the Electronic Deposit or Check Image, or a Substitute Check created from that Check Image. These representations and warranties include but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements up until the original checks are imaged; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

Limitations of DepositPoint

DepositPoint is only available for use within the United States.

You may use DepositPoint and the Remote Deposit Capture System for business or personal use for as long as we in our sole discretion provide DepositPoint to you. As part of DepositPoint, we reserve the right to periodically audit your remote deposit capture, security, and information technology processes, and to require you to implement reasonable and necessary controls.

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

INVESTMENT ACCOUNT ACCESS

U.S. BANCORP INVESTMENTS ACCOUNT ACCESS

Introduction

You may access your Brokerage Accounts through your online session. Combining your Brokerage Accounts with your online profile allows you to view all of your U.S. Bank and U.S. Bancorp Investments accounts in one place. Your eligible Brokerage Accounts will be automatically associated with your online profile and you may access account information for each of these accounts on the “My Accounts” screen.

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

Your Responsibility

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

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

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

Our Responsibility

You appoint U.S. Bancorp Investments as your agent and authorize U.S. Bancorp Investments to take the following actions:

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

Trading

In addition to viewing account information, you may also view real time market data and initiate trades by accessing the exchange portal during your online session when accessed on a computer through a traditional internet connection at www.usbank.com. The first time you access the exchange portal, you will be asked to read and accept a separate real time quote agreement. The real time quote agreement is a supplement to this Agreement and it provides additional terms and conditions that govern your use of market data and the various exchange networks.

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

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

Sell Orders – Unless you expressly request to place an order as a “short” sale, and U.S. Bancorp Investments grants that request, any order directing the sale of property shall be deemed to be a “long” sale. You warrant and represent that you are the owner of the property that is the subject of such order and agree to deliver the property to U.S. Bancorp Investments in negotiable form on or before the settlement date. In the event that you fail to deliver the property by the close of business on the settlement date, U.S. Bancorp Investments is authorized, in its discretion and without notice to you, to i) delay settlement, ii) purchase comparable property to cover your position, or iii) cancel the transaction. U.S. Bancorp Investments may also charge any loss (including Interest), commission and fees to your Brokerage Account.

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

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

Limitations on Online Access to Brokerage Accounts

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

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

Suspension or Termination of Service

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

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

Investment products and services are:

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

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

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

ADDITIONAL TERMS AND CONDITIONS

TOOLS AND CALCULATORS; PERSONAL FINANCIAL MANAGEMENT SOFTWARE

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

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

THIRD PARTY CONTENT, SERVICES, AND LINKS TO OTHER INTERNET SITES

Our websites and Online Services may contain links to other web sites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of U.S. Bank or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of U.S. Bank and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. U.S. BANK IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEB SITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

INTELLECTUAL PROPERTY RIGHTS OF U.S. BANK

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

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

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

CHANGES IN TERMS OF USE

We reserve the right to modify this Agreement at any time. Any modifications shall be effective when they are communicated in any way, including posted on the internet or mailed to you. You will be notified in accordance with applicable law when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. Notification will either be mailed under separate cover or delivered to you electronically online or via e-mail. YOUR CONTINUED USE OF ONLINE SERVICES MEANS THAT YOU AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU MUST NOTIFY US OF YOUR DISAGREEMENT, AND WE WILL TERMINATE YOUR ACCESS TO ALL ONLINE SERVICES.

DELAY OR SUSPENSION OF SERVICE

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

TERM AND TERMINATION

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

You may cancel your usage of Online Services and terminate this Agreement by CALLING US AT A NUMBER LISTED AT THE END OF THIS AGREEMENT.

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

NO WARRANTIES

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

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

LIMITATION OF LIABILITY; INDEMNIFICATION

In no event will U.S. Bank or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of

profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Online Service; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Online Service, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

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

WAIVER

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

SEVERABILITY; HEADINGS

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

ASSIGNMENT

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

GOVERNING LAW

This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

COMPLETE AGREEMENT

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

ARBITRATION

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account, termination of this Agreement, or termination of all business with us or our Service Providers. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules

In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules

unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside.

Arbitration Process

Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your (or our Service Providers') dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration

If either of us (or our Service Providers) chooses arbitration, neither of us (or our Service Providers) will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction and not by the arbitrator.

CONTACT US

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

U.S. BANK 24-HOUR BANKING

Cincinnati Metro Area:	(513) 632-4141
Denver Metro Area:	(303) 585-8585
Milwaukee Metro Area:	(414) 765-4636
St. Louis Metro Area:	(314) 425-2000
Minneapolis/St. Paul Metro Area:	(612) US BANKS [(612) 872-2657]
Portland Metro Area:	(503) US BANKS [(503) 872-2657]
All Other Areas:	800-US BANKS [800-872-2657]
TDD:	800-685-5065

U.S. BANK BUSINESS SERVICE CENTER

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

Minneapolis/St. Paul Metro Area	(651) 244-7770
All Other Areas within the U.S.	800-673-3555
TDD	800-685-5065
Outside the United States	(503) 401-9992

U.S. BANCORP INVESTMENTS

Monday - Friday 7:30 a.m. to 8:00 p.m. Central

U.S. Bancorp Investments Connect: 800-888-4700

CALL IMMEDIATELY TO REPORT UNAUTHORIZED TRANSACTIONS

U.S. Bank Fraud Liaison Center

All Areas:	877-595-6256
TDD:	800-685-5065

U.S. Bank Online and Mobile Banking Fee Guide

Service	Description	Fee
Online Banking	Track your account information online, where it's safe, secure and available whenever you need it.	Free
Mobile Banking	Log in using the U.S. Bank Mobile App or the mobile website to check balances, view transactions, pay bills, transfer funds, and more.	Free ¹
Text Banking	Get up to the minute account information with a few simple text commands.	Free ¹
Bill Pay	Pay bills on time, pay them fast and keep track of them in one secure location.	Free
Photo Bill Pay	Pay bills in a snap, just by taking a picture. Add a biller, make payments and more.	Free ¹
eBills	Set up electronic versions of your paper bills and get them delivered directly to your Online Banking inbox.	Free
Account Alerts	Customize your own alerts to stay informed about important account activity.	Free
Online Statements	Receive, view and store electronic copies of your account statements.	Free
Pay A Person	Send Money <ul style="list-style-type: none"> Easily send and receive money using a valid email address, mobile phone number, or bank account and routing number. Choose from Standard, Next Day and Instant Payment delivery times. Personalize it by adding an eGreeting. 	<i>Standard Payments:</i> Up to \$100 Free \$100.01 - \$500 \$1 \$500.01 + \$2 <i>Next Day Payments:</i> \$5 - \$50 \$0.75 \$50.01 - \$500 \$0.25 + 1% of send amount <i>Instant Payments (eligible customers only):</i> \$1 - \$50 \$3.50 \$50.01 - \$500 \$2.50 + 2% of principal
	Request Money <ul style="list-style-type: none"> Eligible customers can also request money. 	\$1.50 per completed transaction.
DepositPoint™	Deposit checks using your computer scanner or smartphone camera.	Up to \$.50 fee per deposit. Fee is waived for Private Client Reserve customers, Private Client Group customers, and both Consumer and Small Business Platinum Checking accounts. ²
External Transfers²	Transfer money to or from your accounts at other financial institutions.	<i>Inbound Transfers</i> Stand Delivery: Free Next Day Delivery: \$5 <i>Outbound Transfers</i> Standard Delivery: Up to \$3
Western Union Money Transfer® Service	If you've been a customer for at least one year with an eligible checking or savings account, and have a mobile phone number on file, you can send or receive money using Western Union in Online or Mobile Banking.	Fees start at \$5. ³

1 The U.S. Bank Mobile app is free to download. Your mobile carrier may charge access fees depending upon your original plan. Web access is needed to use the Mobile app. Check with your carrier for specific fees and charges. Some mobile features may require additional online setup. Any fees for optional transactions will be identified during registration for these services and during their use.

2 Eligibility requirements and restrictions apply.

3 For consumer protection, funds are delayed for transaction review; services may also be delayed or unavailable based upon certain transaction conditions including amount sent, destination country, currency availability, regulatory issues, identification requirements, agent location hours, difference in time zones, or selection of delayed options. Additional restrictions may apply. Western Union also makes money from currency exchange. See [Western Union Terms and Conditions](#) for details.