

# **BANK SERVICES AGREEMENT**

**April 29, 2019**

**BB&T**

*BRANCH BANKING & TRUST*

# BANK SERVICES AGREEMENT

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## A. GENERAL LEGAL AGREEMENT

This Bank Services Agreement (“Agreement”), contains the terms and conditions that govern the relationship between Branch Banking and Trust Company, (the “Bank,” “we” or “us”) and its clients (the “Depositor,” “you,” or “your”). When you open an account or conduct a transaction on your account after it is opened, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement and our pricing or banking services may be changed from time to time by the Bank. Changes will be accomplished by written or electronic notice to you. The notice may be included on your account statement. It will explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, [www.BBT.com](http://www.BBT.com). Continued use of your account following a notice constitutes your acceptance of our changes. Upon the effective date of a change, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes.

The schedule of fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the “Personal Services Pricing Guide.” The Guide, as it may be amended from time to time, is incorporated herein by reference. You agree to pay the fees contained in the pricing guide. The Bank may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you with notice of any change. You agree to only use your account for personal, family or household purposes. If your account is used for business or commercial purposes, the bank shall have the right to freeze or close the account. The bank shall have no liability for its failure to perform any service as a result of computer or electronic interruptions or for the errors, acts or failures to act by others.

**Waiver.** No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

**Severability.** If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

## B. ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your account is maintained, or as may be otherwise required under the JAMS Minimum Consumer Standards, which is incorporated by reference herein. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102.

You may obtain a copy of the rules of the arbitration administrator, including information about consumer arbitration, fees, and instructions for initiating arbitration by contacting JAMS at [www.jamsadr.com](http://www.jamsadr.com). Phone: 800-352-5267.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision, and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

### C. OWNERSHIP OF ACCOUNTS

The following provisions describe the rules applicable to the various types of deposit accounts available. Not all accounts may be available in your area or through the method in which your account was opened. Please contact a Bank associate for more information.

You agree that when you open an account the titling of the account is proper and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. You further agree that you are solely responsible for meeting all of the requirements for establishing and maintaining the type of account you desire and ensuring that you have properly completed any applicable documents or forms. You agree to sign the documentation necessary to create the proper ownership of your account. Federal regulations require that you provide us with information concerning the beneficial owners of a legal entity at account opening. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. If at any time we determine that the beneficial ownership information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

**1. INDIVIDUAL.** Any account may be owned by a Depositor individually subject to the terms of this Agreement and applicable law. In the Bank's discretion, you may authorize another person to write checks on the account without granting an ownership interest in your account by use of an authorization form acceptable to the Bank.

**2. JOINT.** The co-owners of a joint account are those persons who have signed the signature card as joint owners. Each joint owner appoints the other as his or her agent to deposit, withdraw, and conduct any business on the joint account; including, but not limited to, pledging or encumbering the account. Any joint owner may appoint an attorney-in-fact for the account, but we reserve the right to require the consent of all joint owners. Acting as agent, any joint owner can endorse for deposit a check, draft, or other payment order made payable to any other joint owner. You agree that each joint owner may withdraw or transfer, by any means the Bank makes available, any or all of the funds on deposit, close the account, place or remove a stop payment order, or create an overdraft in the account (which the Bank may collect from any joint owner). Each joint owner authorizes the Bank to exercise setoff and enforce its security interest in the entire joint account even though only one of the joint owners is the debtor. These rights exist irrespective of who contributes funds to the joint account. The Bank is not bound by the knowledge of, and has no duty to inquire as to, the source of funds deposited into the joint account and each joint owner shall have an equal and undivided interest in the entire account. Any notices, which we are required to send to you, will be deemed adequate if delivered to any co-owner.

**Joint With Survivorship.** If a joint account is either designated or determined to be with the right of survivorship, upon the death of any joint owner, the funds remaining in the account vest in and belong to the survivors as joint tenants with right of survivorship, or if only one survivor remains, by that survivor individually as his or her separate property. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

**Joint Without Survivorship.** If a joint account is either designated or determined to be without the right of survivorship, upon the death of any joint owner, that owner's equal share in the account belongs to his or her estate and the surviving joint owner shall be entitled to the remaining funds. Distribution of the funds upon the death of any joint owner will be subject to the provisions of any applicable state law.

**3.PAYABLE ON DEATH (P.O.D.) / IN TRUST FOR.** These are revocable accounts held in the name of one or more persons as owner(s) with one or more persons designated as Beneficiary or P.O.D. Payee ("Beneficiary") where the relationship is established by the form of account as designated on the signature card and not by separate written agreement. During the owner's lifetime, the funds in the account are the property of the owner(s) and any one owner can take any action with respect to the account or the funds in the account including changing the designated Beneficiary. You agree that a change in Beneficiary is effective only upon a change to the signature card and that the Bank may rely only upon such signature card to determine the proper Beneficiary. Upon the death of any one owner, the funds remaining in the account pass to the surviving owner. If there is more than one surviving owner, the funds will pass to the surviving owners as joint tenants with the right of survivorship. Upon the death of the last owner, the funds remaining in the account will pass to the Beneficiary. If there is more than one surviving Beneficiary, the funds will pass to them equally. If no Beneficiary survives the last owner, the funds are payable to the last owners' estate. Any designation of funds to multiple beneficiaries in an amount or percentage other than equally shall be considered only as a request to the Bank. The Bank may honor any such request in its sole discretion.

**4.UNIFORM TRANSFERS TO MINORS.** An account designated on the signature card as "Uniform Transfers to Minors" or "Uniform Gift to Minors" account shall be governed by applicable state law. The signature card shall name a custodian who shall have authority on behalf of the minor to make withdrawals from, deposits to, and otherwise transact business in the account. No ownership rights or interest in the account is granted to the custodian. The custodian must notify the Bank in writing immediately upon the death of the minor or at the time the minor attains the age of majority. Before it receives such notice, the Bank may honor any checks or drafts written on the account without incurring any liability to the minor or any third party and the custodian will be liable to the Bank for any loss or expense it incurs because of failure to give prompt notice. The Bank may rely on the custodian's authority to act on behalf of the minor until the Bank has received written notice that a successor custodian has been duly appointed or that the custodian's authority has been otherwise terminated in accordance with applicable state law. Upon reaching the age of majority, the minor will be entitled to the funds in the account consistent with applicable state law.

**5.FIDUCIARY.** Fiduciary accounts are only available to a court appointed individual acting as guardian, personal representative, trustee, custodian, or conservator. The fiduciary's capacity must be designated as such on the signature card. The Bank is authorized to follow the directions of the fiduciary regarding the account until it receives written notice that the fiduciary's authority has been terminated in such a manner as is satisfactory to the Bank and the Bank has had reasonable time to act upon that notice. The terms of any trust agreement, court order, or other document under which the account is opened will govern the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any trust or fiduciary relationship whether or not the Bank has been provided with a copy of such document, and we shall not be liable to anyone for the misapplication of funds from an account by an agent, fiduciary, trustee, or custodian.

**6.WRITTEN TRUST.** Written trust accounts are established by a legally enforceable trust agreement. You represent that you are authorized under applicable law and the governing documents to open the account in the name and manner requested. The Bank will not read or attempt to interpret these trust documents. The Bank will have no duty to monitor the accounts of the trustee and assumes no liability for the administration of the trust.

**7.PERSONAL AGENCY (NC ONLY).** An account designated on the signature card or other written contract as a "Personal Agency Account" is governed by the provisions of N.C.G.S. 53C-6-8 or its successor. The signature card or other written contract shall name an agent who shall have authority on behalf of the Depositor to make, sign, or execute checks drawn on the account or otherwise make withdrawals or transfers from the account; endorse checks made payable to the Depositor for deposit only into the account; and deposit cash or negotiable instruments, including instruments endorsed by the Depositor, into the account. No ownership rights or interest in the account is granted to the Agent. At the death of the Depositor there is no right of survivorship to the account and the funds remaining in the account will become part of the Depositor's estate.

**8.NOTICE ABOUT MULTIPLE-PARTY ACCOUNTS (NJ ONLY).** A multiple-party account is a joint account or a payable-on-death (P.O.D.)/ In Trust For account with more than one account owner. Such accounts are subject to the Multiple-Party Deposit Account Act ("Act"), N.J.S.A. § 17:16I-1 et seq., and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) at the request of any one or more of the parties; (ii) pursuant to any statutory or common law right of setoff, levy, attachment or

other valid legal process or court order, related to the interest of any one or more of the parties; (iii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The Bank is not required to determine net contributions. Each owner owns his/her net contribution to the account. In the absence of proof of net contribution, and unless the owners have specifically agreed otherwise, each owner will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will. To the extent, the provisions in this paragraph conflict with any other provision found in this Agreement, the terms of this paragraph shall govern New Jersey multiple-party accounts.

#### **D. RULES APPLICABLE TO ALL ACCOUNTS**

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank. "Account" means any deposit or credit account with the Bank and includes a demand, time, savings, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

**1. CORRECTION OF ERRORS.** The Bank has no duty to compare the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank for accuracy as the Bank relies upon the information you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip or at the ATM. If an error in your deposit is later detected, it will be corrected by the Bank unless otherwise agreed. Final Credit to your account is based on the total sum of the cash and items actually received by the Bank.

You will be sent a notice of any adjustment we make to your deposit that is more than \$10 dollars. Any correction made to your deposit of \$10 or less will be reflected on your bank statement. You may confirm the Final Credit amount of your deposit and your account balance at any time. Under this agreement, you are required to review your bank statement and report any errors within thirty (30) days from the statement date. Your statement will be deemed final and correct on the thirtieth (30<sup>th</sup>) day from the date of the statement.

**2. PROVISIONAL CREDIT.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor, and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

In receiving items for deposit or collection, the Bank acts as your collection agent and you agree that our duty of care is governed by Section 4-202 of the Uniform Commercial Code. You further agree that the term "cleared" or "check cleared" or a similar statement made by the Bank about a check not drawn on us, means only that you were provided provisional credit, subject to final payment. You agree to contact the bank on which the check was drawn to determine if a check you deposit has "cleared" or is "good".

We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

**3. MISSING ENDORSEMENTS.** The Bank may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement. If you fail to endorse an item for deposit, the Bank may supply the missing endorsement.

**4. STOP PAYMENT.** A Depositor may, by order to the Bank, stop payment of any item payable from his or her account.

The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. All stop payment orders which are received by the Bank on a Saturday, Sunday, or a Bank and/or federal holiday, shall be treated as having been received on the next Banking Day. Because items are retrieved by a computer, the Depositor must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to stop payment if the item is not defined with reasonable certainty. A stop payment order is effective for six (6) months from the date it was received and may be renewed in writing for additional six (6) month periods. The Bank will honor a stop payment order placed by one of the Depositors of a multiple party account. **You may not stop payment on a cashier's check or certified check.** The Bank may re-credit your account after paying an item over a valid and timely stop payment order to the extent of any loss you actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee, agree to transfer to the Bank all of your rights against the payee or other holder of the item, and assist the Bank in any legal action taken against that party.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

**5. DEDUCTION OF FEES.** Maintenance and activity fees and fees for returned deposited checks, returned items, overdrafts, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge shall be deducted from your account and may be posted prior to other debits. The Bank shall not be liable for refusing to honor items presented for payment because of insufficient funds as a result of deducting such fees. Any fees (or portions thereof) that were not posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account.

**6. DEPOSITS & WITHDRAWALS.** The Bank, in its discretion, may accept or refuse a deposit, or a part of a deposit, to your account at any time. The Bank may require that the person making a deposit provide identification or impose other conditions prior to accepting a deposit. The Bank, in its discretion, may also reverse a deposit even after provisional credit has been granted without prior notice. You agree that any deposit is subject to verification and confirmation notwithstanding your possession of a deposit receipt or acknowledgement. In the case where a deposited item is lost, stolen, or destroyed before presentment to the paying bank, you agree to fully assist the Bank in obtaining a replacement or reconstruction of such item. Failure to cooperate may result in the credit to your account being revoked or, if deposited but not credited, the credit withheld. You further agree that the Bank may impose a fee for, or decline to cash a check drawn on your account and payable to a third party. The Bank can direct the third party to deposit the check at another financial institution for payment.

The Bank's night drop receptacles may not be used to deliver or deposit checks, money, payments and other items. We assume no liability for any such delivery or deposit unless you have entered into an agreement for this service. In our sole discretion, we may process your delivery or deposit and you agree to indemnify and hold the bank harmless from any alleged loss, claim, or damage. You agree that the bank in its discretion may charge a fee for this services, which you agree to pay on demand or it can be deducted from any of your accounts. Delivery of checks or money through a night drop receptacle is not considered a deposit until it is posted to your account.

Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not reside in a state or maintain a residence in a state where the bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

We require prior notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or possesses a hardship on the Bank. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your risk and expense. If a large cash withdrawal is completed at a branch you will be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require an alternate delivery for the funds.

**7. PAYMENT OF ITEMS.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash

ticket, deposit adjustment, any other instruction or order for the payment, transfer, or withdrawal of funds, and an image or photocopy of any of the foregoing.

In general, the Bank will post transactions to your account in chronological order. Chronological posting is utilized when the bank can identify both date and time information for the transaction. For each processing day, the Bank will post all credits in low to high dollar amount. Following credits, debits will post in chronological order. As a result, prior day debits and fees will post before current day debits and fees. Items sent by merchants for authorization prior to being submitted for final payment will post according to the date and time of the authorization request. Debits that cannot be posted in chronological order will post in low to high dollar amount after chronological debits are posted, followed by checks in sequential order. The Bank reserves the right to change the posting order or categories from time to time.

If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. You also understand that you may incur an overdraft if you make a withdrawal, write checks or make point of sale purchases against funds that are needed to pay ATM/Debit Card transactions that have been authorized but not yet posted to your account. Please see the Electronic Fund Transfer Agreement & Disclosures section for full details.

Authorization holds affect the availability of funds by reducing the available balance. BB&T deducts authorized holds from the funds you have available to cover any outstanding checks drawn on your account as well as other withdrawals such as ACH transactions. Your account history reflects the current balance, not the available balance. Overdraft fees are charged when adequate funds are not available in the account to cover all pending transactions, debit card transactions being posted, or outstanding checks, ACH, transfers and all other withdrawals when transactions post during nightly processing. Please note that BB&T does not charge an Overdraft Fee to clients who are Opted Out of BB&T's Overdraft Program for Debit Card and ATM transactions, however, fees apply to all Checks, ACH, and all other Transfers and/or Withdrawals being posted against an insufficient balance, either in the form of an Overdraft Fee or Returned Item Fee. It remains very important to keep records of all payments you've authorized from your account. Authorization holds will help track your debit card purchases and reserve the funds before they post to your account. However, we have no record of outstanding checks or ACH transactions you've authorized.

For example: John visits the ATM and sees his available checking balance is \$200. He makes a purchase at the local Home Improvement store for \$75, using his debit card. He doesn't realize his wife wrote a check the day before for \$150 to the grocery store. The resulting balance in their account would be reduced by the purchase, making the funds available to pay items posting, \$125.

The Bank, subject to your overdraft decision, has the discretion to process items even if your account has an insufficient available balance to pay such items. Your "available" balance represents the amount of funds available for withdrawal or to pay items presented against your account. The "available" balance may not be the same as your "current" or "posted" balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance.

In the payment clearing process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss, or damages as a result of the Bank not paying the item.

**8. RIGHT TO CLOSE ACCOUNT.** You or the Bank may close your account with or without cause at any time. We shall give you either oral or written (includes electronic) notice of our intention to close the account. If given in writing, the notice will be sent to your address or e-mail shown on our records. In the case of oral notice, you shall have five (5) days from the date of notice to close the account. In the case of written notice, you shall have seven (7) days from the date appearing on the notice to close the account. Upon notice, you must stop conducting transactions on your account. We shall not be liable for dishonoring any items initiated after the date of the notice. In the event that you have not closed your account, we will close the account and mail you a check for the remaining balance in the account after deducting any applicable fees and charges. Closing the account does not release you from the payment of accrued fees or liability for items in process. The Bank may in its discretion close your account without prior notice if the account has a zero or negative balance, or if we believe it necessary to protect the bank, its employees or others from risk, harm or loss. Any waiver by the Bank of its right to close an account for cause shall not be a waiver of our right at a later time to close your account for the same or similar reasons. We reserve the right to reject any deposit that is made to a closed account by returning the item or by crediting the item to another active account of yours. We reserve this right



notwithstanding that the deposit may have been processed and/or that you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and we shall have no liability for any items returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. You may close your account at any time but must first notify the Bank in writing, or by contacting one of our financial centers, of your intent to close the account. Your failure to notify us may result in additional fees or charges on the account and you shall remain liable for any items in process. A notation written on the face of a check does not constitute the required notification to the Bank. We reserve the right to re-open a closed account to permit a deposit or credit entry to post to the account. If you owe money to the bank, the funds may be used to satisfy the debt owed to the Bank. The Bank may report your account to a consumer reporting agency if it is closed due to a negative balance, fraud, or other inappropriate activity.

**9. BANKING DAY.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend or holiday, the item is deemed to have been received on our next business day. Our business days and hours are posted at our branches and ATM hours are displayed on the ATM deposit screen and are subject to change from time to time at our discretion. Inclement weather, natural disasters, computer, or electronic failures may also affect the banking day and business hours.

**10. STATEMENTS.** Statements for your account, notices, or other information regarding your account will be mailed, sent electronically, or otherwise be available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within ten (10) calendar days of the date appearing on the statement.

Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If a language preference is selected for your statement, only the primary account owner may change the preference.

You agree to notify us immediately of any change in your contact information, including address, e-mail address, and/or telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if a third party vendor or the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Copies of such statements or any enclosures can be reproduced upon request, subject to applicable fees. Any statements or account information that is returned as undelivered shall be destroyed without notice and subject to applicable fees. Any statements held for you at a branch office shall be destroyed after a limited time and subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within ten (10) days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement, or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct upon thirty (30) days from the statement date.

#### **11. FORGED OR UNAUTHORIZED TRANSACTIONS**

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, or personal identification numbers ("PIN") and personal identification. You agree to report any lost or stolen check(s) or any unauthorized transaction(s) on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment in a timely manner.

You agree to keep any account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized

person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other item is used to withdraw or transfer funds. The rules governing electronic fund transfers are contained in Section L of this agreement.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by you or the Bank, **we will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, or any alterations or any counterfeit item to the Bank within thirty (30) days from the statement date of the earliest statement containing those items.** The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days from the statement date containing the first forgery(s). If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other enclosure(s)] for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to your account by use of any access device including checks, drafts or security codes, passwords, or other personal identification numbers; implement security precautions regarding the use and access to any signature stamp; conduct background checks on any individual who has authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable state law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's automated check payment and notification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration, or any other fraudulent or unauthorized transaction unless: (a) you have timely provided the written notices as required above and (b) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in

its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also agree to file a criminal report and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

**Duty of Insurance.** You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

**Limitation of Liability.** You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

**12. STALE ITEMS.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge your account for such items.

**13. RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all accounts as security for your obligations to the Bank existing now or in the future. As is lawfully permitted and without prior notice to you, the Bank may exercise its right of setoff against your accounts to repay any debt you or any co-owner as principal, endorser or guarantor owe to us (herein defined to include, the Bank, our parent, affiliates, subsidiaries, divisions and departments). This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you are only secondarily liable. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third-party check which is returned to us unpaid for any reason or is counterfeit regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest may be exercised before or after the death of an account holder and can follow the proceeds to any other account held at the Bank.

Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. You agree that our right of setoff applies to all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies. By continuing to deposit these funds into your account you agree to allow the Bank to exercise its right of setoff against these funds, and not to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule, or regulation.

**14. POSTDATED ITEMS.** You agree not to issue a postdated check and the Bank may disregard such date on the item when it is presented for payment. The Bank is authorized to pay any check prior to the date on the item even if you have given us notice that it is postdated. If the Bank agrees to re-credit your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist in any legal action taken against that party.

**15. INCOMPLETE OR CONDITIONAL ITEMS.** You agree not to issue a check that is incomplete or conditional. For example, you should not issue a check with the notation “void after 30 days.” The Bank has the right, however, to pay or refuse to pay an item which is incomplete or where payment is conditional and the condition has not been satisfied. For example, we may pay a check which says “void after 30 days” even though the check is presented more than thirty (30) days after its date.

**16. OVERDRAFTS.** An overdraft is created when you have insufficient funds in your account to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item, or any other electronic purchase, payment, or debit when it is presented for payment. If your account is linked to Overdraft Protection, the overdraft will be paid, pursuant to the terms of the OVERDRAFT PROTECTION paragraph stated below (and subject to the funds available in your Overdraft Protection). Overdraft Protection transfer fees as described in the Personal Services Pricing Guide will also apply.

To assess overdrafts on your account, the Bank has a process called Overdraft Review. Overdraft Review is the methodology the Bank uses to determine whether your items and debit transactions should either be paid or rejected when you have insufficient funds in your account to cover the item or transaction when it is presented for payment. You have the right to decide if you want to participate (opt-in), or not to participate (opt-out), in the Overdraft Review process. Your decision to opt-in, or opt-out of Overdraft Review will be effective the next business day for all transactions initiated after the effective date. Participation in Overdraft Review does not guarantee that the bank will always authorize and pay your transactions and items. The Bank retains the discretion to decline payment of items or transactions that will overdraw your account, and may remove any account from Overdraft Review at any time and without notice to you.

By federal law, banks are required to separate transactions into two categories when applying Overdraft Review: (1) one-time or everyday debit card transactions and ATM withdrawals, and (2) checks, ACH, recurring debits, and all other types of transfers and withdrawals.

**One-time or everyday debit card transactions and ATM withdrawals.**

These types of transactions are not automatically subject to the Overdraft Review process. They are considered opted-out of Overdraft Review. However, you may opt-in to Overdraft Review if you want the Bank to consider paying these types of transactions. If you opt-in, a fee will apply if the transaction is paid (Overdraft Fee). The specific fees are disclosed in the Personal Services Pricing Guide. If you do not opt-in, the Bank will automatically decline or reject any transaction that would overdraw your account.

To opt-in or opt-out of Overdraft Review for one-time debit card transactions and ATM withdrawals, you may notify the Bank through 1-800-BANK-BBT (1-800-226-5228), [www.bbt.com/overdraftchanges](http://www.bbt.com/overdraftchanges), all full service BB&T 24 ATMs (ATMs owned and operated by BB&T), or any BB&T financial center. You may revoke your opt-in or opt-out at any time by notifying the Bank through the same channels listed above. Your decision to opt-in, or opt-out of Overdraft Review will be effective the next business day for all transactions initiated after the effective date. Clients who opt-in at a BB&T 24 ATM are subject to a different time as disclosed at the ATM.

**Checks, ACH, recurring debits, and all other types of transfers and withdrawals.** These types of transactions are automatically subject to the Overdraft Review process and are considered opted-in to Overdraft Review. If you wish to opt-out of Overdraft Review for these specific types of transactions you must notify the Bank. If you opt-out, all of your checks, ACH, recurring debits and all other transfers and withdrawals will generally be returned unpaid or declined. However, recurring debit card payments that are authorized when funds are available in your account but post at a later date when funds are no longer available, may overdraw your account and these items will be subject to overdraft fees even if you are opted out of Overdraft Review. Fees will apply to this Overdraft Review whether the checks or transactions are paid (Overdraft Fee) or declined (Returned Item Fee). Specific fees are disclosed in the Personal Services Pricing Guide.

To opt-out or opt-in to Overdraft Review for check, ACH, recurring debits, and all other items, you may notify the Bank through any BB&T financial center or [www.bbt.com/overdraftchanges](http://www.bbt.com/overdraftchanges). You may revoke this decision at any time. Your decision to opt-out or opt-in to Overdraft Review will be effective the next business day for all transactions initiated after the effective date.

The overdraft and returned item fees disclosed in the Personal Services Pricing Guide will apply to your account based upon the type of transaction and your decision for Overdraft Review. Overdraft fees can include the per-item overdraft fee and Negative Account Balance fees. Please see your Personal Services Pricing Guide for details. If you have multiple overdrafts on a given day, we may honor any one or more and return the others in any order. Multiple overdraft fees can be charged against your account per day on these occasions.

Overdraft and Returned Item Fees for all transactions shall be limited to no more than six fees per day. In addition, if your account is overdrawn by less than \$5 at the end of processing, you will not be charged Overdraft Fees. Returned Item Fees are not included in the \$5 fee limitation. Specific fees are disclosed in the Personal Services Pricing Guide.

You are in the only position to ensure that your account has sufficient funds to cover all of your checks, debits and fees by maintaining an accurate record of your outstanding credits and debits. You cannot rely only on your “available balance” to determine whether you have sufficient funds in your account to cover your checks, debits and fees. The available balance does not include the transactions that you have initiated or previously authorized; such as outstanding checks and authorized automatic withdrawals that we have not received for payment (or received too close to our nightly processing to deduct from your available balance). If you initiate a point-of-sale transaction without sufficient funds in your account to cover the entire transaction amount at the time you initiate the transaction, you may create an overdraft and incur applicable fees. Please see the “Point of Sale Transaction/Holds on Funds” section for more details on point-of-sale transactions. You also agree not to make withdrawals, write checks or initiate electronic debits against funds that are needed to pay the full amount of a point-of-sale transaction that has been authorized, but not yet presented for payment, as this will also likely result in an overdraft and incur fees.

Payment of an overdraft creates a debt owed to the Bank. The amount owed includes applicable overdraft fees and the amount of the item paid.

The Bank is not responsible for notifying you prior to incurring an overdraft, overdraft fee, or returned item fee. Once you are notified that your account is overdrawn, you will be required to repay the Bank or to deposit sufficient funds to cover the overdraft and all related fees. You agree and acknowledge that overdraft fees are designed to compensate the Bank for its costs in processing overdraft items and to compensate the Bank for its risk in electing, at its discretion, to pay certain overdrafts. You further agree that such overdraft fees do not constitute a penalty. If you fail to reimburse the Bank for the overdraft and related fees, we will be entitled to recover our expenses in collecting the overdraft and fees; and any related charges including, without limitation, attorney’s fees and legal costs. The payment of one or more overdrafts does not obligate the Bank to honor or pay future overdrafts, and you should not rely upon the Bank to honor or pay any overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any overdraft paid by the Bank and subsequent overdraft fees. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the overdraft and any related fees.

**17.OVERDRAFT PROTECTION.** Overdraft Protection is a service that automatically transfers funds to a qualifying deposit account to cover an overdraft by one or more of the following methods: (i) transfer of funds from a designated credit account; (ii) transfer of funds from a designated savings account; (iii) transfer of funds from a designated credit account (excluding BB&T Visa) first and if funds are not available, from a designated savings account; or (iv) transfer of funds from a designated savings account first and if funds are not available, from a designated credit account (excluding BB&T Visa). When both a designated savings account and a designated credit account are linked, the balance in either account must be sufficient to cover the overdraft in full before a transfer can be made. The balances in the different accounts will not be combined to cover the overdraft. Credit accounts are subject to qualification and the terms and conditions contained in the applicable credit agreement. All fees applicable to your credit account are also contained in the credit agreement. The amount of Overdraft Protection available from a linked BB&T Visa is limited to the amount of the available Cash Advance limit. Your local BB&T financial center can discuss which credit accounts are available to provide Overdraft Protection. Overdraft Protection may not be available to cover an overdraft if you have exceeded your credit limit or available savings account balance. You will be charged applicable overdraft fees as disclosed in the Personal Services Pricing Guide if your Overdraft Protection is not available. Only one savings account and one credit account may be linked to a checking account for Overdraft Protection. If you select your BB&T Visa account as Overdraft Protection, no other account may be linked as a secondary source of funds.

Automatic or other “convenient” transfers made from a designated savings account to a checking account for Overdraft Protection are included in transactions that are limited to no more than six (6) per monthly statement cycle. The BB&T Vantage Investor’s Deposit Account may only be linked to a BB&T Vantage Checking or BB&T Private Checking Account to cover Overdrafts.

If a check/debit or other item (“item”) is presented against your checking account when there is an insufficient balance to cover the item, funds will be automatically transferred from your designated overdraft protection option to the checking account in the amount needed to cover the overdraft amount. If there are not enough funds to cover the entire amount of the overdraft or the overdraft protection has been terminated, blocked or modified, your items may be returned unpaid and a fee charged in accordance with your overdraft decision for the Overdraft Review process. Each automatic transfer from certain credit accounts or from a designated savings account is subject to the Automatic Overdraft Protection Transfer Fee and the Excessive Activity Fee, if applicable, as described in the Personal Services Pricing Guide. The Transfer Fee will be assessed directly against the checking account receiving the funds from the automatic transfer and

any Excessive Activity Fee will be assessed against the savings account. If the amount transferred to cover the overdraft is less than \$5.00, an Overdraft Transfer Fee will not be charged. The Bank reserves the right to return any overdraft that cannot be covered by an automatic transfer from your credit card, credit line, or designated savings account. Any overdraft that cannot be covered by your designated overdraft protection option will be subject to the Bank's current overdraft fees in accordance with your overdraft decision for the Overdraft Review process.

**18.LEGAL PROCESS AGAINST YOUR ACCOUNT.** The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue, or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits, or is ordered to remit, the funds to the appropriate governmental agency or department.

The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution, or other legal proceeding relating to you or your account, to withhold payments of as much of the balance in your account as may be the subject of such notice or process and to pay such amount to the court, creditor, or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account(s). You understand and agree that the Bank will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold placed on your account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal processes.

If you have a BB&T Asset Management Account, (AMA), you understand and agree that all assets in both the checking and brokerage account will be frozen and subject to Legal Process served on either account.

If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees, or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice to you. In addition, the Bank may deduct a fee in conjunction with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account are subject to the Bank's security interest and right of setoff. All funds held in a joint account can be used to satisfy any legal process against you or your account notwithstanding any claim or assertion of actual ownership of the funds in the account.

**19.DISPUTES CONCERNING YOUR ACCOUNT.** If we have been notified, or we reasonably believe there is a legitimate dispute or claim concerning your account, or we believe your account is subject to fraudulent or impermissible activity, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account; or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account.

The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. Our right to freeze or place a hold on your account shall also apply if we, in good faith, believe that: (i) we have a claim against you or the funds in your account or we believe we may suffer a loss as a result of your actions; (ii) placing a hold on the account will best protect the interest of any one of the parties to the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold placed on your account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "Overdraft Item," or causes any other loss or damage.

**20.DEATH OR INCOMPETENCE.** Neither a Depositor's death nor a legal adjudication of incompetence revokes the Bank's authority to accept, pay, or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for ten (10) days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the account.

**21.DELAYED RETURN OF ITEM.** The Bank will not be liable if an item deposited into your account is returned after the time set by applicable law if the delay is caused by an improper endorsement. You will be liable to the Bank for any loss or expense we incur because we are unable to timely return an item drawn on your account caused by any markings or damage to the item.

- 22.ITEMS PAYABLE JOINTLY.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.
- 23.RELATIONSHIP OF BANK AND DEPOSITOR.** When you open any account with the Bank a debtor/creditor relationship is created. Opening an account does not create a fiduciary relationship between the Bank and the Depositor. You agree not to bring any claim against the Bank based on an assertion that the Bank has breached a fiduciary duty.
- 24.PREAUTHORIZED DEMAND DRAFTS.** A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail, or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account or account number, and the information is thereafter used to debit your account, the Bank is authorized to pay such item. If you wish stop payment on the draft, you must revoke your authorization by giving notice to the telemarketer or the third-party.
- 25.DUAL SIGNATURES/SPECIAL PURPOSE ACCOUNTS.** Signature cards, banking resolutions, or other documents may contain language requiring two or more signatures for items drawn on your account or an indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between you and the Bank, you agree that any such provision or prior understanding is solely for personal or internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable to you if we pay an item which does not have any additional signature(s) or which is not used for the special purpose indicated.
- 26.POWER OF ATTORNEY.** The Bank has the discretion to accept or decline a Power of Attorney in accordance with applicable law. We may continue to recognize the authority of your Attorney-in-Fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. As may be permitted, we reserve the right to restrict the nature or size of the transactions the Attorney-in-Fact may conduct on your behalf and we may require that you personally authorize such transactions. The Bank may permit the principal or an authorized signer to conduct transactions against the account even if the Bank has recognized a Power of Attorney to the account. The principal shall have access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card.
- 27.LAWS GOVERNING YOUR ACCOUNT.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you reside, or maintain a residence, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where the branch office is located. If you do not reside, or maintain a residence in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state of North Carolina. These choice of law provisions are to apply without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. In the event no party elects to arbitrate a Claim, you and the Bank agree that any lawsuit or other such proceedings arising from or relating to a Claim (other than small claims, as provided in the arbitration provision of this Agreement) shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.
- 28.COSTS AND EXPENSES.** You agree to be responsible to the Bank for its loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, as a result of your breach of the terms of this Agreement, your illegal or improper activity or your negligent conduct. You authorize the Bank to deduct any such costs and expenses from your account without prior notice to you. Your responsibility for costs and expenses may include disputes between you and the Bank or situations where the Bank becomes involved in a dispute between you and some other party. The recovery of any costs and attorney's fees in a matter resolved through judicial or administrative procedure shall be determined in accordance with the rules of the court or administrative forum. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES PURSUED THROUGH THE ARBITRATION PROVISIONS IN THIS AGREEMENT, THE TERMS OF WHICH SHALL GOVERN RECOVERY OF COSTS AND FEES FOR SUCH DISPUTES.

**IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**29. CONTACT AND ALERTS.** In order for us to service your account, we may contact you by phone, text, email or mail. You give BB&T and its agents express consent to contact you at any telephone number, email address or physical address that you have provided to us. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, including wireless numbers that may result in charges to you. You authorize us to monitor and/or record telephone calls and other electronic communications for business purposes and quality assurance.

BB&T Fraud Alerts. BB&T Fraud Alerts is a service that automatically notifies you of suspicious activity on your debit and/or credit card accounts via text, email and/or automated phone calls. Message frequency varies and is dependent on card use. You may opt out of receiving texts at any time by sending STOP to 22848. For assistance send HELP to 22848. Mobile carriers are not liable for delayed or undeliverable messages.

## **E. MONEY MANAGEMENT ACCOUNTS**

All interest bearing and non-interest bearing checking (transaction) accounts offered by the Bank are designated as "Money Management Accounts." Savings and "money market" deposit accounts are not considered "Money Management Accounts." For most purposes, Money Management Accounts are treated as a single account for certain record keeping, fees, minimum balances, and paying items.

For regulatory accounting purposes, your checking account will consist of two "sub-accounts" on our records. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a money market account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield (APY) earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

By regulation, the Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made; the Money Market Sub-Account is classified as a "money market" account in which case the number of transfers of funds from the account is limited to six (6) per statement cycle. The regulatory limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account, which will minimize Funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, will be automatically transferred to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

The Target Balance is a designated balance which is maintained in the Checking Sub-Account by automatic transfer of funds from the Money Market Sub-Account. The Target Balance is established for each Checking Sub-Account based on the type of checking account designated by the Bank as a Money Management Account and is subject to change from time to time without notice.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the established target balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to re-establish the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account. Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

The structure of the Money Management Accounts has no effect on the applicability of FDIC insurance coverage to the



account.

## F. NON-INTEREST BEARING CHECKING ACCOUNTS

The Bank offers various non-interest bearing demand deposit accounts, each with different qualifiers. Refer to the Personal Services Pricing Guide for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges, and other qualifiers for each account. If you have a BB&T Student Banking account, upon your 24th birthday or upon reaching the graduation date you provided to the Bank, whichever occurs later, your account will be converted to an alternate BB&T checking account. Refer to the Personal Services Pricing Guide for details.

## G. INTEREST BEARING ACCOUNTS

These disclosures are in addition to the Client Summary or Interest Rate Schedule and the Personal Services Pricing Guide.

**ANNUAL PERCENTAGE YIELD.** The Annual Percentage Yield ("APY") is a measure of the total amount of interest paid on an account based upon the interest rate and frequency of compounding. The APY is expressed as an annualized rate, based on a 365-day year or a 366-day year in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year.

The APY calculation is based upon the actual number of days in the term of the account; however, for accounts without a stated maturity date, the calculation is based on an assumed term of 365 days or 366 days in a leap year if interest is earned or anticipated to be earned on February 29. Accounts opened after February 29 in a leap year earn interest based on a 365-day year. In making the calculation it is assumed that all principal and interest remain on deposit for the entire term and that no other transactions (deposits or withdrawals) occur during the term. For variable rate accounts, the calculation is based only on the initial interest rate in effect when the account is opened (or advertised), and assumes that this rate will not change during the term.

**VARIABLE RATE ACCOUNTS.** Except as otherwise provided, interest bearing transaction accounts (including Negotiable Order of Withdrawal (NOW)), savings accounts, and money market accounts will be variable rate accounts. The interest rate and APY may change at any time and in our sole discretion.

**TRANSACTION LIMITATIONS.** For interest bearing transaction accounts (including NOW accounts), savings accounts (excluding Secured Credit Card Savings), and money market accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

**COMPOUNDING AND CREDITING OF INTEREST.** Interest begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances. The Bank relies upon the availability schedule of its Federal Reserve Bank to establish when credit is received for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle; however, if you have a Regular Savings, Young Savers, or Secured Credit Card Savings Account which is not tied to a checking account, your interest will be credited at month-end. If your account is closed before interest is credited, you will not receive the accrued interest.

**BALANCE CALCULATION.** We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day.

**TIERED INTEREST RATE.** Tiered Interest Rate disclosures are contained under the separate account descriptions when applicable.

**WITHDRAWAL NOTICE.** We reserve the right to require at least seven (7) days' written notice prior to withdrawal of all or part of your funds deposited.

### ACCOUNT TYPES

#### **1. REGULAR SAVINGS ACCOUNTS (Basic Savings and Young Savers)**

Basic Savings (which is no longer sold) was available only to Basic Checking, Direct Checking, and BB&T Free clients. If you close your existing Basic Checking, Direct Checking, or BB&T Free account and you have Basic Savings, your Basic Savings account will be converted to a Regular Savings account within sixty (60) days from the date the checking account is closed.

Young Savers accounts are available to individuals who are age seventeen (17) and younger. When the Depositor

reaches age eighteen (18), the Young Savers account will be subject to the same fees, minimum balance and deposit requirements, and other qualifiers applicable to Regular Savings accounts as disclosed in the Personal Services Pricing Guide.

You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (*Note*: Transfers and withdrawals made through BB&T OnLine and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Personal Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

## **2. BB&T eSAVINGS ACCOUNTS**

BB&T eSavings accounts are only available through the online channel [www.bbt.com](http://www.bbt.com).

You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (*Note*: Transfers and withdrawals made through BB&T OnLine and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Personal Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

## **3. SECURED CREDIT CARD SAVINGS**

Secured Credit Card Savings Accounts are only available to clients with a BB&T Secured Credit Card. The account balance must be equal to the credit card limit. Additional deposits (other than interest) and withdrawals are not permitted until the credit card is closed. The Secured Credit Card Savings Account is not subject to a monthly maintenance fee, regardless of the balance.

Once the credit card is closed, the Secured Credit Card Savings Account will be converted to a Regular Savings account and will be subject to the same fees, minimum balance and deposit requirements, and other qualifiers applicable to Regular Savings accounts as disclosed in the Personal Services Pricing Guide.

## **4. MONEY RATE SAVINGS ACCOUNT**

Your interest rate is determined by the balance in your account according to the following tiers:

- \$0 - \$999.99
- \$1,000 - \$24,999.99
- \$25,000 - \$49,999.99
- \$50,000 and greater

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a check, draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (*Note*: Transfers and withdrawals made through BB&T OnLine and BB&T Phone24 are

included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Personal Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

## **5. INVESTOR'S DEPOSIT ACCOUNTS (IDA) and BB&T VANTAGE INVESTOR'S DEPOSIT ACCOUNT**

Your interest rate is determined by the balance in your account according to the following tiers:

<b><u>IDA</u></b>	<b><u>BB&amp;T Vantage Investor's Deposit Account</u></b>
\$0 - \$9,999.99	\$0 - \$49,999.99
\$10,000 - \$24,999.99	\$50,000 - \$99,999.99
\$25,000 - \$49,999.99	\$100,000 - \$249,999.99
\$50,000 - \$99,999.99	\$250,000 - \$999,999.99
\$100,000 - \$999,999.99	\$1,000,000 - \$4,999,999.99
\$1,000,000 and greater	\$5,000,000 and greater

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a check, draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (Note: Transfers and withdrawals made through BB&T OnLine and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Personal Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

## **6. HIGH PERFORMANCE MONEY MARKET**

*(A companion BB&T personal checking account is required to open the account.)*

Your interest rate is determined by the balance in your account according to the following tiers:

\$0-\$999.99
\$1,000-\$9,999.99
\$10,000-\$24,999.99
\$25,000-\$49,999.99
\$50,000-\$99,999.99
\$100,000-\$249,999.99
\$250,000+

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a check, draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (Note: Transfers and withdrawals made through BB&T OnLine and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Personal Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.

- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited preauthorized automatic transfers to make payments on loans obtained from the Bank.

## 7.HIGH PERFORMANCE CHECKING

*(Not available in all states or through non-branch account opening channels.)*

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$9,999.99  
 \$10,000 - \$24,999.99  
 \$25,000 - \$49,999.99  
 \$50,000 and greater

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

## 8.CHECKING ACCOUNT TIERS

Your interest rate is determined by the balance in your account according to the following tiers:

***AL, GA, MD, NC, NJ, PA, SC, TN, TX, VA, WV, Washington, DC and all accounts initiated through a non-branch channel.***

### **Elite Gold and Elite@Work**

\$0 - \$2,499.99  
 \$2,500 - \$24,999.99  
 \$25,000 and greater

***FL, IN, KY, OH***

### **Elite Gold and Elite@Work**

\$0 - \$2,499.99  
 \$2,500 - \$9,999.99  
 \$10,000 - \$24,999.99  
 \$25,000 - \$49,999.99  
 \$50,000 and greater

### **BB&T Vantage Checking**

\$0 - \$4,999.99  
 \$5,000 - \$24,999.99  
 \$25,000 - \$99,999.99  
 \$100,000 and greater

### **BB&T Private Vantage Checking**

\$0 - \$4,999.99  
 \$5,000 - \$24,999.99  
 \$25,000 - \$49,999.99  
 \$50,000 and greater

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

## 9.BB&T VANTAGE CHECKING AND BB&T PRIVATE VANTAGE CHECKING INVESTMENT SWEEP OPTIONS

Clients with BB&T Vantage Checking or BB&T Private Vantage Checking accounts may elect to participate in one of two sweep programs for the investment of excess cash balances. With either program, the BB&T Vantage Checking or BB&T Private Vantage Checking account will maintain a balance within a predetermined minimum and maximum limit, which "threshold" amounts are subject to change by the Bank from time to time either with or without prior notice.

**BB&T Vantage Investor's Deposit Account Sweep Option.** If the client chooses this option, checking funds in excess of the predetermined maximum balance will automatically sweep each business day to a linked BB&T Vantage Investor's Deposit Account, which is described in more detail above. When the checking balance falls below the predetermined minimum, funds will be automatically swept from the BB&T Vantage Investor's Deposit Account to the linked BB&T Vantage Checking or BB&T Private Vantage Checking account to restore the balance to the maximum threshold amount. Upon the sixth (6<sup>th</sup>) automatic transfer from the BB&T Vantage Investor's Deposit Account in any monthly statement cycle, to comply with federal regulations, the full balance in the BB&T Vantage Investor's Deposit Account will be transferred to the linked checking account and no further automatic transfers will be permitted from the account for the

remainder of the monthly cycle. The sweep option will be reinitiated when the next monthly statement cycle begins. This six-monthly-transfers limitation applies only to transfers out of the BB&T Vantage Investor's Deposit Account to the checking account; automatic sweeps out of the checking account to the BB&T Vantage Investor's Deposit Account are unlimited.

**Asset Management Account Sweep Option.** If the client chooses this option, the BB&T Vantage Checking or BB&T Private Vantage Checking account will be linked to a brokerage account with one of our affiliates to create an Asset Management Account, as described further under "Asset Management Accounts" below. Please see that section for a brief summary of the features of an AMA, including the automatic and self-directed investment sweep options that are available.

## 10. ASSET MANAGEMENT ACCOUNTS

Our Asset Management Account ("AMA") combines a BB&T interest bearing checking account with a linked brokerage account at one of our brokerage affiliates (either BB&T Investments or BB&T Scott & Stringfellow, divisions of BB&T Securities, LLC). This enables you to keep funds in checking to cover daily expenses, to sweep excess cash balances into available investment sweep options so as to maximize earnings potential, and to take advantage of various investment products and services offered by the applicable brokerage affiliate. You will receive a comprehensive AMA monthly statement that combines your checking account information, brokerage account information, and sweep activity in an easy-to-read segregated format.

With an AMA, the checking account will maintain a balance within a predetermined minimum and maximum limit, which "threshold" amounts are subject to change by the Bank from time to time either with or without prior notice. If the client chooses the automatic sweep option, checking funds in excess of the predetermined maximum balance will automatically sweep each business day to an investment vehicle which may be selected from the investment sweep options we and our affiliate make available from time to time, and which may include deposit accounts that are insured by the Federal Deposit Insurance Corporation ("FDIC") as well as non-deposit investment products that are not insured. When the checking balance falls below the predetermined minimum, funds will be automatically swept from the selected investment sweep option to the checking account to restore the balance to the maximum threshold amount. AMA clients may also elect a self-directed sweep option which allows them to manually transfer funds in lieu of the automatic sweep process just described. Cash held in the selected investment sweep option may be used to cover trading activity in the brokerage account, and you may also authorized excess brokerage account cash to be automatically invested into your investment sweep option.

With respect to any AMA balances that are held in checking, your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$4,999.99  
\$5,000 - \$24,999.99  
\$25,000 - \$49,999.99  
\$50,000 and greater

Payment of interest will be calculated by applying the appropriate tier interest rate to the daily collected balance in your account.

**Non-deposit investment products available through BB&T Investments and BB&T Scott & Stringfellow, divisions of BB&T Securities, LLC are not deposits of, or guaranteed by, the Bank or any affiliate of the Bank; are not insured by the FDIC or any other government agency; and are subject to investment risk, including the possible loss of value.**

## H. CERTIFICATES OF DEPOSIT

**1. GENERAL APPLICABILITY.** The terms, conditions, and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are book entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to a specific type of Certificate of Deposit only, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or on the receipt for a Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit.

**2. DEFINITIONS.** For purposes of this section, "term" shall apply to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. This disclosure is in addition to the Client Summary or Interest Rate Schedule, and the Certificate of Deposit Receipt.

### 3. CALCULATION OF INTEREST.

**Compounding and Crediting.** Interest on all Certificates of Deposit begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. We calculate interest on the full amount of the collected balance in your account each day. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The Annual Percentage Yield ("APY") assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings. Interest on all Certificates of Deposit having a principal balance of \$99,999.99 or less is compounded daily and is credited to your account according to its specific term. All Certificates of Deposit with terms of greater than one (1) year pay interest at least annually. If the term of your Certificate of Deposit is thirty (30) days or less, interest will be credited to principal at renewal. Interest on all Certificates of Deposit having a principal balance of \$100,000.00 or more is calculated as simple interest and credited to the principal annually on the anniversary date of the Certificate of Deposit unless it has a term of less than a year in which event interest is credited to principal at maturity.

**Fixed Interest Rate.** Certain Certificates of Deposit pay the rate of interest for the term of the certificate as provided at account opening or in the renewal notice for each automatic renewal. The interest rate, however, may be adjusted by the Bank in the event the Depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers, which are determined by deposit balance and term, established periodically by the Bank. Under no circumstances will the rate be increased above the interest rate disclosed on the Client Summary or the last disclosed rate. The Bank may modify the Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.

**Variable Interest Rate.** Variable Interest Rate Certificates of Deposit pay the initial rate of interest disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit.

**4. RENEWAL.** All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank prior to renewal, notice of which has been given in accordance with this Agreement. If the Certificate of Deposit has a term of less than thirty-two (32) days, you have one grace day beginning the calendar day after the renewal date to change the term of the Certificate of Deposit. If the Certificate of Deposit has a term of thirty-two (32) days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) calendar day grace period beginning the day after the renewal date. Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Certificates of Deposit of any term shall be automatically renewed at the current interest rate designated by the Bank at the time of renewal for Certificates of like type, term, and amount. For any Certificate of Deposit initially offered with a special bonus rate, the renewal will be at an interest rate designated by the Bank at the time of renewal, which shall be a comparable rate to other retail Certificates of Deposit of like term and amount. Additional deposits or partial withdrawals may be permitted at renewal subject to the following:

**Certificates of Deposit with a Term of Less Than 32 Days.** Additional deposits or partial withdrawals of principal and interest may be made on the grace day after the renewal date.

**Certificates of Deposit with a Term of 32 Days or More.** Additional deposits and partial withdrawals of principal and interest may be made during the ten (10) calendar day grace period beginning on the day after the renewal date.

**Minimum Balance.** Partial withdrawals of principal and interest may be made at renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

**5. REDEMPTION.** The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

**Automatically Renewable Certificates of Deposit with a Term of Less Than Thirty-Two (32) Days.** Redemption without penalty may be made on the one day grace period following the maturity date. If not redeemed or modified during the grace period, the Certificate of Deposit shall accrue interest at the current offered rate for Certificates of Deposit of the same term, type, and amount.

**Automatically Renewable Certificates of Deposit with a Term of Thirty-Two (32) Days or More.** Redemption without penalty may be made during the ten (10) calendar day grace period beginning the day after the maturity date. If the Certificate of Deposit is redeemed within the grace period, interest will not be paid for the days after the maturity date through the date of redemption. If not redeemed or modified within the grace period, interest shall accrue at the current offered rate for Certificates of Deposit of the same term, type, and amount.

**6. WITHDRAWAL OF INTEREST.** With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit. Interest that has been credited to the Home Saver CD and the College Saver CD may not be withdrawn until the maturity of the Home Saver or the College Saver Certificate of Deposit.

**7. WITHDRAWAL OF PRINCIPAL PRIOR TO MATURITY.** Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

**Early Withdrawal Penalties.** Except as otherwise disclosed:

- Certificates of Deposit with a term of less than 3 months, the penalty shall be all interest that would have been earned or \$25, whichever is greater.
- Certificates of Deposit with a term of 3-12 months, the penalty shall be an amount equal to 3 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term of 13-23 months, the penalty shall be an amount equal to 6 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term 24 months or greater, the penalty shall be an amount equal to 12 months simple interest on the principal amount withdrawn or \$25, whichever is greater.

**Medical Emergency.** An early withdrawal of principal for a medical emergency may be permitted without an early withdrawal penalty if: the initial deposit and any additional deposit have been on deposit at least seven (7) calendar days prior to withdrawal; there have been no partial withdrawals for six (6) calendar days preceding the withdrawal; and the owner of the Certificate of Deposit maintains a BB&T Vantage Checking, BB&T Private Vantage Checking, BB&T Asset Management Account, Golden Advantage, Elite Gold, or Senior Checking account at the time of the withdrawal.

**Death or Incompetency.** If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one (1) request for withdrawal of the deposit prior to maturity without penalty.

***NOTE:*** *If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.*

## **8. ADDITIONAL TERMS FOR THE FOLLOWING CERTIFICATES OF DEPOSITS.**

**"Add On" Certificates of Deposit.** There must be one deposit of \$50 or more made automatically by monthly draft to the Add On Certificate from a BB&T deposit account. The Depositor may elect to make additional deposits of \$50 or more by draft, in person, or through BB&T's OnLine Banking. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on all additional deposits at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. Failure to continue the draft in the minimum amount at any time during the term of the Add On Certificate of Deposit will cause the time deposit account to be converted to a savings account. At such time, the interest rate will be adjusted to the rate applicable to savings accounts. The Bank will notify the Depositor in writing at least thirty (30) calendar days prior to the conversion of an Add On Certificate of Deposit to a savings account.

**Treasury CD.** The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. Any change to the interest rate may be made by the Bank at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft from a BB&T deposit account. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on all additional deposits at the interest rate and APY on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

**Can't Lose CD.** After the first twelve (12) months of the initial deposit or from the last renewal date, one additional deposit, up to \$10,000, may be made at any time during the remaining term of the CD from a BB&T deposit account. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on any additional deposit at the same

interest rate and APY as the original deposit or the rate in effect at the last renewal. One (1) withdrawal may be made from the Can't Lose CD without penalty if the initial deposit has been on deposit at least twelve (12) months prior to withdrawal, any additional deposit has been on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

**Stepped Rate CD.** After the first twelve (12) months of the initial deposit, and each 12 months thereafter, the interest rate on the account will be increased. One additional deposit up to \$10,000 is permitted once every 12 months from the date of opening or renewal. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on all additional deposits at the interest rate and APY on the account at the time of the additional deposit. Withdrawals are allowed, penalty free, after the initial 24 months provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for at least six (6) calendar days preceding the withdrawals.

**Home Saver CD.** There must be one deposit of \$50 or more made automatically by monthly draft to the Home Saver Certificate from a BB&T deposit account. The Depositor may elect to make one additional deposit of \$50 per month by draft, in person, or through BB&T's OnLine Banking. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on any additional deposit at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. The entire principal amount in a Home Saver CD may be withdrawn without penalty subject to the following restrictions; the withdrawn funds are used for the purchase of a home and the initial deposit and each additional deposit have been on deposit for at least seven (7) calendar days preceding the withdrawal and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal of all principal. Full withdrawals prior to maturity which do not meet these requirements and all partial withdrawals from a Home Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above. Interest that has been credited to the Home Saver CD may not be withdrawn until the maturity of the Home Saver Certificate of Deposit.

**College Saver CD.** There must be one deposit of \$50 or more made automatically by monthly draft to the College Saver Certificate from a BB&T deposit account. The Depositor may elect to make one additional deposit of \$50 per month by draft, in person, or through BB&T's OnLine Banking. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on any additional deposit at the same interest rate and APY as the original deposit or the rate in effect at the last renewal. Four (4) partial withdrawals, per year, may be made from the College Saver CD without penalty subject to the following restrictions; the withdrawn funds are used for college expenses and the initial deposit, and each additional deposit, have been on deposit for at least seven (7) calendar days preceding the withdrawal, and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal. Partial withdrawals which do not meet these requirements and full withdrawals prior to maturity from the College Saver CD are subject to the same penalties for early withdrawal applicable to other types of Certificates of Deposit as specified above. Interest that has been credited to the College Saver CD may not be withdrawn until the maturity of the College Saver Certificate of Deposit.

## **I. AVAILABILITY OF FUNDS**

### **1. General Ability to Withdraw Funds.**

Our policy is to provide availability of funds based upon the deposit type and how your deposit is received. Until funds are available, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written, point-of-sale transactions, debit card, ACH or preauthorized transfers.

#### **Determining the Availability of a Deposit**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during regular business hours on a business day that we are open, we will consider that day the day of your deposit. However, if you make a deposit after the end of a current business day, a Saturday or Sunday, a federal holiday, or on a day we are not open; we will consider the deposit made on the next business day we are open. Inclement weather, natural disasters, or computer or electronic failures may also affect the banking day and business hours.

Business hours and days vary by branch or facility location and are posted at our branches. Business days and hours for other deposit methods are outlined as applicable in the ATM DEPOSITS, MOBILE DEPOSITS, AND ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS sections. Business hours are subject to change from time to time at our discretion.

Availability depends on the type of deposit and is explained below.



### Same-Day Availability

Funds from the following deposits are available on the business day we receive the deposit.

- Wire Transfers
- Electronic Deposits
- U.S. Treasury checks payable to you

If you make the deposit in person to one of our associates, funds from the following deposits are also available on the same business day we receive the deposit:

- Cash.
- Generally, checks payable to you (First \$100 is immediately available)
- State and local government checks that are payable to you and if you use a special deposit slip available from the teller station in a branch
- Cashier's, certified, and teller's checks that are payable to you and if you use a special deposit slip available from the teller station in a branch
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

**2. ATM DEPOSITS.** Special rules apply for the availability of deposits received at Bank ATMs. At envelope free Bank ATMs, generally, all cash and the first \$100 of your total check deposits received before 6:00 p.m. local time will be made immediately available. For deposits received at Bank ATMs that require an envelope, generally, the first \$100 of your total deposits received on a business day will be made immediately available. The remainder of your deposit will be available as outlined in the **General Ability to Withdraw Funds** section.

For determining the availability of your deposits made at Bank ATMs, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 6:00 p.m. local time on a business day, we will consider that the day of your deposit. If you make an ATM deposit after 6:00 p.m. local time on a business day, on a Saturday or Sunday, or on a federal holiday, we will consider that the deposit was made on the next business day we are open. You should consult your transaction receipt for the exact posting date of any ATM deposit.

**3. MOBILE DEPOSITS.** Mobile deposits are generally available to you on the same business day we receive your deposit. For determining the availability of your mobile deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 8:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a mobile deposit after 8:00 p.m. ET on a business day, on a Saturday or Sunday, or on a federal holiday, we will consider that the deposit was made on the next business day we are open.

**4. ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS.** Online, telephone, and in-branch electronic transfers between your BB&T accounts are considered deposits. These deposits are available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your online, telephone, or in-branch electronic transfers between your BB&T accounts, every day is a business day, except Saturdays, Sundays and Bank and/or federal holidays. If you make a deposit before 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a deposit after 9:00 p.m. ET on a business day, on a Saturday or Sunday, or on a federal holiday, we will consider that the deposit was made on the next business day we are open.

**5. OTHER ELECTRONIC DEPOSITS.** BB&T offers a variety of services that allow clients to process deposits such as Outside Transfer Service (OTS), INGO and Zelle. These are considered electronic direct deposits and are subject to the availability practices outlined in the **General Ability to Withdraw Funds** section in addition to the terms and conditions of the applicable service agreement. If you are registered with the Zelle service, deposits received through Zelle will be available to you immediately. A payment may be returned if it is determined that it was made in error or was the result of fraud. For additional information, please refer to the Zelle Terms & Conditions found within U by BB&T. Deposits received as a Real-Time Payment (RTP) will be available to you immediately. Funds received from a Real-time Payment will be considered a same day deposit if received prior to 9pm. You acknowledge that any RTP is governed specifically by RTP Operating Rules of The Clearing House in effect at the time of the transaction and can be found at <https://www.theclearinghouse.org/payment-systems/real-time-payments> (RTP Rules). You authorize the Bank, at any time, to debit your account in the amount of a RTP if we receive a proper Request for Return of Funds in accordance with the RTP Rules. A payment may be returned if it is determined that it was made in error, was the result of fraud, or was made in violation of applicable law or the RTP Rules. You are not permitted to receive a RTP in violation of this agreement and you may not accept any payment on behalf of any person or entity not domiciled in the United States.

## 6. LONGER DELAYS MAY APPLY.

### Second Business Day Availability

In some cases, we may not make all of the funds from a check available on the same business day as the deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposit will be immediately available. An additional \$100 will be made available during nightly processing on the business day we receive your deposit, for a total of \$200.

If we are not going to make all of the funds from a check deposit available on the same business day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

### Seventh Business Day Availability

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. When a hold is placed for longer than two business days, you will not have any funds immediately available for use.

## 7. SPECIAL RULES FOR NEW ACCOUNTS.

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our associates, the first \$5,000 may not be available until the second business day after the day of your deposit. Funds from all other check deposits may not be available until the second business day after the day of your deposit.

ATM deposit functionality may be limited for temporary access devices issued for new deposit accounts.

## J. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

**1. BACKUP WITHHOLDING.** Unless you are exempt as described below, federal law requires that the Bank withhold a statutory amount of interest payments or dividend payments (referred to as backup withholding) if you:

- Fail to furnish a Taxpayer Identification Number ("TIN"), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding.

If a correct TIN is not provided at the time the account is opened, backup withholding will commence immediately. You must provide us with your TIN promptly after you receive it. Refer to the **Obtaining A TIN** section below for instructions on obtaining a TIN. After sixty (60) days, if a certified TIN is not furnished, the account may be closed.

Certain additional Internal Revenue Service penalties may also apply if you fail to provide your TIN.

The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security number. For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer

Identification Number (“ITIN”). For estates and trusts the TIN is their Employer Identification Number.

**2. OBTAINING A TIN.** To obtain a TIN, use Form SS-5, Application for a Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office, or Form W-7, Application for IRS Individual Taxpayer Identification Number (for individuals who are ineligible to obtain a Social Security number).

The following table indicates the name and number to be provided for each type of account.

<i><b>For this type of Account</b></i>	<i><b>Provide the name and Social Security or ITIN number of:</b></i>
Individual	The individual
Two or more individuals (multiple party account)	The actual owner of the account, or if combined funds, the first individual listed on the account
Custodian account of a minor (Uniform Transfers to Minors Act)	The minor
Personal Trust Account, Living Trust, and Grantor Trust	Grantor/Trustee
A valid trust or estate	Legal entity
A broker or registered nominee	The broker or nominee

**3. EXEMPT PAYEES.** If you are exempt from backup withholding and information reporting, you must submit a completed certification to the Bank. You must also provide the Bank with your TIN to be considered exempt.

**4. ALIEN INDIVIDUALS.** For purposes of this section, the term alien individual means an individual who is not a citizen or national of the United States. An Individual Taxpayer Identification Number (ITIN) is issued to an alien individual by the Internal Revenue Service for use in connection with filing requirements. ITINs are generally issued to non-resident aliens. In most cases, resident aliens must supply a Social Security number. If a resident alien is ineligible to obtain a Social Security number, an ITIN must be furnished. If you do not have a Social Security number or an ITIN, you may apply for one using a Form SS-5, Application for a Social Security Card, or Form W-7, Application for IRS Individual Taxpayer Identification Number, or any other form authorized by the IRS. If you are a non-resident alien individual, you must also furnish your passport, or some other government document to verify your identity.

**5. PRIVACY ACT NOTICE.** Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payment to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payers must be given numbers whether or not recipients are required to file tax returns.

**For additional information, contact your tax consultant or the Internal Revenue Service.**

## **K. BANK SECRECY ACT**

The Bank Secrecy Act (BSA) and its implementing regulation require a financial institution to maintain records and/or report certain transactions to federal government agencies. The act and regulation focus on issues such as anti-money laundering and anti-terrorist financing.

**1. USA PATRIOT ACT DISCLOSURE.** Under federal law, the Bank is required to verify the identity of any person seeking to open an account with the Bank. The Bank’s identity verification procedures require the Bank to request certain information from you or third parties regarding you. You agree to provide the Bank with, and consent to, the Bank obtaining from third parties such requested information, including your name, date of birth, taxpayer identification number, and physical address, as a condition of opening any account. To the extent that you fail to provide or to consent to providing any such information, that failure shall be grounds for the Bank to not open your account and/or to close your account.

**2. REPORTING CERTAIN ACTIVITIES.** Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction

involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) funds transfers of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. The Depositor agrees to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

## **L. ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURES**

*This section L is intended to reflect the same terms and conditions contained in the "Electronic Fund Transfer Agreement & Disclosures" brochure that you receive with your check or debit card. Any conflict between this section and the brochure shall be governed by the agreement included with the card. Any reference to "Agreement" within this paragraph L shall refer only to the terms and conditions within the section.*

This Electronic Fund Transfer Agreement governs the transfer of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the bank to debit or credit your consumer account(s). This agreement also contains the disclosures required by the federal Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board. This information applies only to electronic fund transfers to or from deposit accounts established primarily for personal, family, or household purposes.

**1. ELECTRONIC FUND TRANSFERS.** Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers; transfers initiated through a personal computer, transfers initiated through a "mobile wallet" (includes transactions initiated through a smart phone, PDA or other mobile device), and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to initiate an electronic fund transfer from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, an electronic fund transfer may be initiated to collect a fee if your check or electronic fund transfer is returned or declined for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.

**2. ACCESS DEVICES.** An access device is a card or personal identification code that provides access to a consumer's deposit account, which may be used to initiate electronic fund transfers. Access devices include, but are not limited to, your BB&T automated teller machine card (ATM card), BB&T Debit Card (debit card), personal identification number (PIN), and your MasterCard or Visa Credit Card when used to conduct electronic fund transfers. A check is not an access device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this agreement. You may, verbally or by other authorized means, request an access device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an access device to any customer, and we may terminate, suspend or modify access device privileges, immediately and without cause or notice, unless otherwise required by law.

**3. APPLICABLE AGREEMENTS.** You agree to conduct all electronic fund transfers in accordance with this agreement and disclosures, any separate agreement and disclosure provided in connection with the issuance of any particular access device, and any agreement governing your accounts. The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable credit line agreement.

Please refer to the BB&T Online Banking Agreement and Initial Disclosures, as amended for important additional information concerning electronic fund transfers initiated using a personal computer or wireless device.

**4. VERIFICATION OF TRANSACTION.** Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance with the rules and regulations of the bank and applicable law. Where there is a conflict between a transaction record and the bank's record, the bank's record shall control.

**5. OVERLINES AND OVERDRAFTS.** You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or cause the balance in your deposit account to go below zero, or cause the outstanding balance of your credit line to go above your credit limit. We may reject any such transaction; however, if we pay the overdraft or advance funds in excess of your credit limit, you agree to pay, upon request, the excess amount that was improperly withdrawn or transferred, together with any applicable fees as outlined in the Personal Services Pricing Guide or in the agreement governing your account. Overdrafts on your account may result in advances from your overdraft protection plan. Any item that cannot be covered by overdraft protection will be treated as a returned item and subject to applicable fees. You may not be provided notice prior to completing a debit transaction or ATM withdrawal that such transaction will cause an overdraft on your account. You should confirm your actual account balance prior to initiating any withdrawal transaction.

**6. POINT OF SALE TRANSACTIONS/HOLDS ON FUNDS.** If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (a point-of-sale "POS" transaction), you authorize us to debit your account, which may result in an immediate withdrawal of funds even though the transaction may post to your account at a later date. When you initiate a POS transaction, the merchant will submit to the Bank a pre-authorization for either the actual amount of the transaction or for an amount that is estimated. For example, restaurants, hotels and motels, car rental agencies, and gas stations regularly submit pre-authorization estimates which may be for more or less than the final transaction amount that posts to your account. If we approve the pre-authorization, a hold will be placed on your account for the pre-authorization amount. The Bank cannot determine in advance whether the pre-authorization amount will be sufficient to cover the final transaction total when it is submitted by the merchant for payment. Because a hold is placed only on the pre-authorization amount, you must maintain sufficient funds in your account to cover the full amount of the transaction until it is paid by the Bank or you may incur an overdraft and incur fees even though the pre-authorization was approved by the Bank. The length and amount of the hold is determined by the merchant and expires upon posting of the transaction to your account or in three (3) business days, whichever first occurs. A merchant can submit a POS transaction for payment after the hold on the funds in your account has expired, and if you have opted in to Overdraft Review for one-time or everyday debit card transactions and ATM withdrawals, you will incur an overdraft and be assessed overdraft fees if you do not have sufficient funds in your account at the time the POS transaction is submitted for payment by the merchant.

When a pre-authorization hold expires before the POS transaction posts to your account, the funds that were held are added back into the calculation of your "available balance" (the amount of money available for making payments and withdrawals). The recalculated "available balance" will be used to authorize subsequent POS transactions, and you are responsible to maintain sufficient funds in your account to cover the initial POS transaction, any subsequently authorized POS transactions, and all outstanding checks you may have written or other electronic transactions you have authorized. A merchant may also reverse a pre-authorization at your request, and/or extend or modify the amount of the pre-authorization in certain circumstances, such as an extended hotel stay. If an extension or modification is submitted by a merchant, the hold on your account will be extended or modified, which will also affect the calculation of your "available balance".

A pre-authorization hold will also affect your "available balance" by reducing the amount of funds in your account that are available to pay checks that you have written and electronic transactions you have initiated. As a result, those outstanding checks or pending electronic debits may be declined, dishonored, or not paid, which can result in returned item fees and/or other charges against your account. We are not responsible if we do not authorize or pay electronic fund transfers, or if we dishonor checks drawn on your account while a pre-authorization hold is on your account. You may incur an overdraft and be assessed fees if the funds for a pre-authorized POS transaction are no longer available for settlement because other checks, debits or fees posted to your account before the POS purchase was submitted by the merchant for payment, even though the Bank had authorized the POS transaction based on sufficient funds at the time of authorization.

No cash refunds will be made to you by the Bank on ATM Card/Debit Card purchases. Any claim or dispute regarding goods or services purchased with your ATM Card/Debit Card or pre-authorizations submitted by merchants should first be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on ATM Card/Debit Card purchases.

**7.CANCELING YOUR ACCESS DEVICE.** You may cancel your access device at any time by notifying us in writing and no longer using it. Canceling your access device will not affect your obligations under this agreement, even if we allow any transaction to be completed with your access device after this agreement has been terminated.

**8.INTERNATIONAL TRANSACTIONS.** Visa will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using VISA currency conversion procedures then in effect. Under the currency conversion procedure VISA International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA. The date the conversion rate is applied by VISA is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and transactions occurring outside the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the Personal Services Pricing Guide.

**9.ZERO LIABILITY POLICY FOR DEBIT CARD PURCHASES.** You may have no liability for unauthorized debit card purchases, subject to the following terms and conditions:

A) Our zero liability policies apply only to unauthorized purchases and certain ATM transactions using your debit card. Any claims of unauthorized debit card purchases that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by the error resolution requirements as described in Section 10 and any separate agreement provided in connection with the issuance of the access device. If your claim does not meet the terms and conditions contained in this section, the bank will automatically re-examine your claim in accordance with the error resolution requirements as described in Section 10.

B) Our zero liability policy may not apply if: (i) we determine the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your debit card or card number within a reasonable period of time. A reasonable period of time will be determined by bank in its sole discretion, but in no event will it be shorter than the time periods specified in the error resolution requirements as described in Section 10.

C) "Unauthorized" Defined – A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority, or (ii) for any other reason bank concludes the facts and circumstances do not reasonably support a claim of unauthorized use.

**10.UNAUTHORIZED TRANSFERS & YOUR LIABILITY.** Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. Telephoning us is the best way of keeping possible losses down. Except in situations governed by the zero liability policy described in section 9, if you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.

**11.TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER.** If you believe your access device has been lost or stolen, or your PIN has been obtained by an unauthorized person, or someone has transferred or may transfer money from your account without your permission, IMMEDIATELY call:

1-800-226-5228 or

write Fraud Management  
P. O. Box 1014  
Charlotte, North Carolina 28201

**You should also call or write to the number or address above if you believe a transfer has been made using information from your check without your permission.**

**12. BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday, except bank and/or Federal holidays.

**13. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS.**

**Account Access.** You may perform the following types of transactions. Some of these services may not be available with every access device, or at every electronic terminal, and may be subject to restrictions contained in the agreement provided with that particular access device.

- Account inquiry
- Withdraw cash from your designated deposit accounts
- Make deposits to your designated deposit accounts
- Transfer funds between your designated deposit accounts and line-of-credit accounts
- Make payments on designated lines of credit from designated deposit accounts
- Pay for purchases at merchants who have agreed to accept the access device, or otherwise initiate electronic fund transfers to pay for purchases
- Electronically pay bills directly from your deposit account
- Make an electronic payment from your deposit account using information from your check
- Make purchases and payments from a "mobile wallet"

**Limitations on Frequency of Transfers.** For savings accounts only (including Money Rate Savings and Investor's Deposit Account), there is a limit of no more than six (6) transfers or withdrawals during any statement cycle to or from your deposit accounts, or to a third party by means of either a pre-authorized or automatic transfer or by telephonic agreement, which includes BB&T Online and BB&T Phone24.

**Limitations on Dollar Amounts of Transfers.**

- You may withdraw up to a maximum of \$500 (\$1,000 for Golden Advantage; \$1,500 for Elite Gold and Elite@Work; \$2,000 for BB&T Private Vantage, Private Elite, BB&T Investments Asset Management Account, and BB&T Scott & Stringfellow Asset Management Account; and \$3,000 for BB&T Wealth Vantage and Legacy clients) each business day from our ATMs. For security reasons, there may be other limits imposed on the amount you may withdraw from our ATMs.
- The daily limits for Debit Card or ATM Card Point-of-Sale transactions are the lesser of your available balance or \$3,000 (\$5,000 for Golden Advantage; \$6,000 for Elite Gold and Elite@Work; \$10,000 for BB&T Private Vantage, Private Elite, BB&T Investments Asset Management Account, and BB&T Scott & Stringfellow Asset Management Account; and \$25,000 for BB&T Wealth Vantage and Legacy clients)
- Other limitations may apply to transfers made using BB&T OnLine. Please refer to the BB&T OnLine Banking Services Agreement and Initial Disclosures.
- Other limitations may apply at ATMs that do not display the BB&T name.

**Limitation on Deposits.** For new deposit accounts, ATM deposit functionality may be limited for temporary access devices.

**14. CUSTOMIZING YOUR ACCESS DEVICE LIMITS AND TRANSACTIONS.** For certain access devices, you may choose to establish lower maximum ATM withdrawal amounts or lower daily limits for point of sale transactions. You may also choose to block ATM transactions, point of sale purchases, transfers and other access device functions. Customized settings may be removed to return an access device to its original limits and functions.

**15. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.** If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees and fees for conducting electronic fund transfers are outlined in the Personal Services Pricing Guide. A fee may be imposed for a balance inquiry even if you do not complete a funds transfer. In addition, we may charge a fee when you use an ATM that does not display the BB&T logo and the owner or operator of an ATM that does not display the BB&T logo may impose a fee.

**16. DOCUMENTATION OF TRANSFERS.**

**Electronic Terminal Transfers.** You may get a receipt at the time you make a transfer using an ATM terminal or point-of-sale terminal.

**Preauthorized Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-226-5228, during normal business hours, to find out whether or not the deposit has been made.

**Periodic Statements.** You will receive a monthly account statement, or less frequently if the account is inactive, that will show your electronic fund transfers.

#### **17. PREAUTHORIZED TRANSFERS/PAYMENTS.**

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: You may call your local branch or 1-800-226-5228, or visit a branch to complete a stop payment form. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the BB&T OnLine Banking Services Agreement for the procedure to stop an online payment.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**18. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your credit line; (iii) if the ATM was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control prevent the transfer despite reasonable precautions we have taken; and (v) if the ATM where you are making the transfer, does not have enough cash. There may be other exceptions stated in other agreements with you.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS, TELEPHONE US AT:**

1-800-226-5228 or  
write Fraud Management  
P.O. Box 1014  
Charlotte, North Carolina 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50, so you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to re-credit your account for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



**19. CONFIDENTIALITY.** Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; and (vi) as stated in the BB&T Corporation Consumer Privacy Notice.

**20. NOTICE OF SAFETY PRECAUTIONS.** You should employ the following basic safety precautions while using an automated teller machine ("ATM"): (i) be aware of your surroundings when using an ATM, particularly during hours of darkness; (ii) be accompanied by another person when using an ATM, particularly during hours of darkness; (iii) refrain from displaying cash and your PIN, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place your access device in a pocket, and leave if you notice anything suspicious when using an ATM; (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it, and do not carry your PIN with your card.

**21. ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.**

Any claim or dispute ("claim") by either you or us ("us" means the entity that issued the access device and any applicable affiliate), Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your account is maintained, or as may be otherwise required under the JAMS Minimum Consumer Standards, which are incorporated by reference herein. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of the court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the litigation of a matter in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102.

You may obtain a copy of the rules of the arbitration administrator, including information about consumer arbitration, fees, and instructions for initiating arbitration by contacting JAMS at [www.jamsadr.com](http://www.jamsadr.com). Phone: 800-352-5267.

You and the bank each agree that under this agreement, you and the bank are participating in transactions involving interstate commerce, which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the account or this agreement. If any portion of this

arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

**22. MISCELLANEOUS.** Unless otherwise required by applicable law, we may change the terms of this agreement from time to time by giving you notice of the change. If we must collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law. If more than one person requests electronic fund transfer services, each person will be bound by this agreement and will be responsible for paying all amounts owed as a result of this agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lottery, or similar activities.

## **M. SUBSTITUTE CHECKS AND YOUR RIGHTS**

**1. WHAT IS A SUBSTITUTE CHECK?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from the Bank may be substitute checks. This notice describes rights you have when you receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

**2. WHAT ARE YOUR RIGHTS REGARDING SUBSTITUTE CHECKS?** In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that the Bank withdrew the wrong amount from your Account or that the Bank withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned item fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) business days after the Bank received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after the Bank received your claim. The Bank may reverse the refund (including any interest on the refund) if it later is able to demonstrate that the substitute check was correctly posted to your Account.

**3. HOW DO YOU MAKE A CLAIM FOR A REFUND?** If you believe that you have suffered a loss relating to a substitute check that was posted to your Account, please contact the Bank at 1-800-682-6921 or you can visit your local branch. You must contact the Bank within forty (40) calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the statement for your Account showing that the substitute check was posted to your Account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require that you submit your claim in writing. Your claim will still be timely if we receive your oral claim within the 40 day time period, and we receive your written claim no later than the 10th business day after you submitted your oral claim.

Your claim must include –

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