

**ELECTRONIC  
FUND TRANSFER  
AGREEMENT &  
DISCLOSURES**

Personal Debit Card Agreement

**BB&T**

**ELECTRONIC FUND TRANSFER AGREEMENT & DISCLOSURES**

1. ELECTRONIC FUND TRANSFERS.....	1
2. ACCESS DEVICES.....	1
3. APPLICABLE AGREEMENTS .....	1
4. VERIFICATION OF TRANSACTION .....	1
5. OVERLINES AND OVERDRAFTS .....	1
6. POINT-OF-SALE TRANSACTIONS/HOLDS ON FUNDS.....	1 & 2
7. CANCELING YOUR ACCESS DEVICE .....	2
8. INTERNATIONAL TRANSACTIONS.....	2
9. ZERO LIABILITY POLICY FOR DEBIT CARD PURCHASES. ....	2
10. UNAUTHORIZED TRANSFERS & YOUR LIABILITY .....	2 & 3
11. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER.....	3
12. BUSINESS DAYS .....	3
13. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS.....	3
14. CUSTOMIZING YOUR ACCESS DEVICE LIMITS AND TRANSACTIONS.....	3
15. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS.....	3
16. DOCUMENTATION OF TRANSFERS.....	4
17. PREAUTHORIZED TRANSFERS/PAYMENTS.....	4
18. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.....	4
19. CONFIDENTIALITY .....	4
20. NOTICE OF SAFETY PRECAUTIONS .....	4
21. ARBITRATION.....	5
22. MISCELLANEOUS .....	5

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.

- 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.
- 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.
- 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.

- 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.
- 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.
- 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.