



## **PNC Virtual Wallet**

### **FINE PRINT**

“What You Need To Know”

Effective April 5, 2020

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PNC Bank, National Association. **Member FDIC**

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# ACCOUNT AGREEMENT FOR YOUR VIRTUAL WALLET

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This Agreement defines the relationship between you (the account holder) and us (PNC Bank). We think it will help you understand your account better and provide insight into procedures at PNC that impact your account.

This Agreement covers the accounts that comprise your Virtual Wallet product. With some Virtual Wallet products, you may choose to have a Spend account only, or Spend, Reserve, and Growth accounts. If you have a Spend account only, some portions of this agreement may not apply.

These consumer accounts are for your personal, family or household use only.

You don't need to sign this agreement. When you sign the signature card, electronically acknowledge your agreement to the terms and conditions of the agreements provided on the "Terms and Conditions" page of the online account application, use your account(s) or add/change services connected to your account, you are agreeing to the terms and conditions in this agreement. You are also agreeing to comply with all local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws or regulations that are enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

This contract is legally binding, so we recommend that you read this agreement and keep it for reference. The terms of this agreement will take precedence over any statement, spoken or written, made by a PNC employee or officer.

If you appoint a legal representative or an attorney-in-fact (for example, if you give someone power of attorney), that person will also be bound by this agreement.

## PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 13 & 14.

You should also review the following documents that relate to your account(s):

- "Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend , Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees". Product availability may vary by location.
- "Consumer Funds Availability Policy"
- "Substitute Check Policy Disclosure"
- "Consumer Electronic Funds Transfer Disclosure Statement"
- "Overdraft Protection Agreement"
- "PNC Privacy Notice, What Does PNC Do With Your Personal Information?"

## ABOUT YOUR ACCOUNT

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### Protecting your account

You are responsible for keeping track of your transactions. You must protect your checks, debit card and PIN, and you must notify us if any of these items are lost or stolen.

Contact us immediately if you notice any irregularities in your account. We will investigate the situation. If necessary, we may require you to transfer the balance to another account or close the account, depending on the situation.

You are responsible for providing us with true, accurate and complete contact information, including a valid address (postal or email). If you change your address, please notify us promptly by postal mail, electronic mail, in person, by phone or through Online Banking. If you change your electronic contact information, please update through Online Banking. We will deliver notices and other materials using the contact information you have specified. We are not responsible for investigating whether or not you have changed contact information.

If a notice is returned to us as undeliverable, by email or postal mail, we can stop sending notices until you provide us a valid address.

### Protecting your Debit Card

Your PIN serves as an electronic version of your signature, and has the same legal effect, so keep it safe.

- Do not tell your PIN to anyone else.
- Do not write your PIN on your card.
- Do not keep a copy of your PIN with your debit card.

If you give your debit card and PIN to anyone, you will be responsible for their actions.

Contact the bank immediately if your debit card is lost or stolen, or if you have problems with your account.

*Read the Consumer Electronic Funds Transfer Disclosure Statement, which further describes your rights and liabilities regarding your card and your PIN.*

### **Your statement**

You can check your balance and track your transactions online as soon as we process your deposits, withdrawals and transfers.

We will also mail or post (“deliver”) a monthly statement of your Account that lists all account activity. We will do this: (1) by mailing the statement, in paper form, to the last postal address which you have specified for your Account; or (2) if you have opted to receive online statements in electronic form, by posting the statement in PDF form on PNC’s secure Online Banking web site. (For more information about online statements, please consult PNC’s Online Banking Service Agreement).

Review your statement carefully. If you notice a problem, such as an unauthorized payment or some other irregularity, you must notify us within 30 calendar days of the day we delivered you the first statement that shows the irregularity. If you don’t notify us in time, we will not be liable for charges to your account. You may have additional rights to assert errors in connection with electronic funds transfers. See your Consumer Electronic Funds Transfer Disclosure Statement for more details.

For your Spend and Reserve accounts (if you have a Reserve account), we will deliver a statement each month. Statements for your Growth account (if you have a Growth account) will be updated monthly if there are electronic fund transfers; otherwise, they will be delivered quarterly. We may deliver statements less frequently if your account is inactive. Your account is considered inactive if you don’t make any withdrawals or deposits for six or more months.

### **Deposit account servicing documents**

We will mail or post (“deliver”) account servicing communications (“documents”) that provide information on certain account activity or other servicing information. We will do this: (1) by posting the document in PDF form on PNC’s secure Online Banking website if the communication is available to be delivered through Online Banking; or (2) by mailing the document, in paper form, to the last postal address which you have specified for your Account. (For more information about online documents, please consult PNC’s Online Banking Service Agreement).

Documents that are delivered through Online Banking will no longer be delivered by postal mail. For more information on documents that will be delivered through Online Banking and answers to common questions, visit the Documents tab within the Customer Service section of Online Banking.

We will also send you an email notification that a new document is ready to be viewed in Online Banking.

### **Access to your account**

*To appoint someone to act on your behalf*

If you want someone to act as your agent, guardian, representative or trustee, you must notify us so we can designate this person on our records as your agent.

If you appoint someone to act on your behalf, we will ask to review the documents (power of attorney, court order, etc.) that establish this arrangement. Appoint this person(s) carefully, since we will follow your agent’s instructions until we receive —and have time to act on —written notice that he/she is no longer your agent. We will not be held responsible for his/her actions. FOR ACCOUNTS IN INDIANA: Such documents must be valid as defined by Indiana Code 30-5.

### *For payable on death or “in trust for” accounts*

We will, as permitted by law, accept accounts that are designated as either payable on death or in trust for another (both referred to as “POD Account(s)”), and which automatically transfer your POD Account, upon your death, to the beneficiaries (“POD Beneficiaries”) designated on the signature card. This means that when you die the funds in a POD Account will not be part of your estate.

POD Beneficiaries have a right of survivorship. This means if one POD Beneficiary pre-deceases the owner(s) of the POD Account, the surviving POD Beneficiary would then take full ownership of the Account upon the death of the last owner and the heirs of the deceased POD Beneficiary would not be entitled to any ownership interest in the Account. If there is no surviving beneficiary when the last owner of the POD Account dies, then the Account is payable to the heirs (or estate, if a formal estate is raised) of the last surviving owner of the POD Account. FOR ACCOUNTS IN FLORIDA: POD Beneficiaries may only have equal shares. FOR ACCOUNTS IN MISSOURI: This Account is subject to the Missouri Nonprobate Transfers Law, Chapter 461 of the Mo. Rev. Statutes.

### *For joint accounts*

Unless you open your account online, each account holder needs to sign a signature card to be considered a joint account holder. If you open your account online, each account holder needs to electronically acknowledge the terms and conditions of the agreements provided on the “Terms and Conditions” page of the online account application.

Unless you open your account online, each account holder needs to sign a signature card.

Unless we are given specific direction in writing, signed by all joint account holders, each joint account holder will be able to perform the following account-related actions:

- Endorse checks made payable to any joint account holder
- Make deposits or withdrawals
- Provide instructions about the account or appoint a representative to act on his/her behalf

If your Account is a joint Account, you and the other account holder(s) own the joint account as joint tenants with the rights of survivorship and not as tenants in common. This means that each joint account holder has full control of the account while all are alive. If a joint account holder dies, all sums in the Account on the date of death belong to the surviving party(ies) and will not be part of the decedent's estate.

We will honor a check signed by any joint account holder.

We consider any notice sent to one joint account holder to be a notice to all joint account holders. For documents delivered through Online Banking, all account holders will be able to view them by visiting the Documents tab in Online Banking. We will require at least one account holder to provide an email address to receive notification of the availability of a new document. All account holders may sign up to receive notifications and update notification preferences.

If we are served with legal process affecting funds in the account (e.g., garnishment), we will take any steps

permitted or required by law pending resolution of the matter.

If an Account is in the names of spouses, you understand, intend and agree that such an account is NOT owned as tenants by the entirety unless otherwise expressly designated on the Account records. We reserve the right to refuse to allow you to hold the Account as tenants by the entirety, at our discretion.

#### **Charges and fees**

Charges and fees will be assessed to your account. To avoid overdrawing your account, be sure to include these fees when you balance your account.

We will deduct from your account any charges or fees that you owe. These charges may include the following:

- A monthly service charge
- Charges for account services
- A legal process charge if your funds are attached or garnished

These fees will reduce your balance. In some cases, this may cause you to overdraw your account or your outstanding checks to be returned unpaid.

## **DEPOSITING MONEY**

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### **Overview**

You may make a deposit in several ways:

- In person
- By mail
- At an ATM
- By a mobile device

We recommend using the deposit slips that come with your account; they are encoded with information that will help ensure that your deposit is credited correctly.

If you make a deposit, we may adjust your account if there are computational errors — for example, if you added your checks incorrectly and deposited more or less than you thought you did at the ATM.

### **Make sure your deposit makes it safely to the bank**

We recommend you retain your receipts — you may need them to prove your deposit.

Don't mail cash, since there's a risk it will be stolen.

We verify all deposits, but will not be held responsible for deposits we don't have a record of or don't receive.

Ensure your account number is correct when electronically transferring funds to your account through the Automated Clearing House (ACH) network. An example of this type of transfer is when your paycheck is deposited through direct deposit. We rely on the account number provided by the person or financial institution sending the funds, and are not responsible if we are given an incorrect account number.

As soon as the fund transfer is credited to your account, you can access this information online through Virtual Wallet. We will also notify you of this deposit on your regular account statement.

### **Endorsing checks**

Be sure to properly endorse your checks and only use the area allowed for your endorsement.

We may be unable to deposit your check if you've written your endorsement in the wrong area.

If your check is missing an endorsement, we have the right to fill it in. However, we may refuse to accept a check, for example, if it has multiple endorsements (such as a check made payable to someone else and later signed over to you).

If we need to investigate an improperly endorsed check or obtain an endorsement, we may place a hold on your account until we can resolve the matter.

### **Collecting your deposits**

The time it takes to collect the funds you deposit depends on the banks or parties involved and their locations. Sometimes, due to circumstances beyond our control, your deposits will take longer to become available.

We have the right to refuse to cash a check made out to you, and we may require you to deposit it.

When you make a non-cash deposit, we post it to your account, but this credit is dependent on receiving

final payment. If you make a deposit that will not be paid — for example, if you deposit a bad check or we don't receive final payment for electronically deposited funds — we will withdraw this amount from your account plus any interest you've earned. We will also charge you a fee for reversing the money from your account (this is called returning a deposit). If this causes your account to be overdrawn, you must also pay the amount of the overdraft immediately, as well as any overdraft charges.

We may return all or part of a deposit at any time. We do not have to notify you before we credit or revoke these funds from your account.

Any fees we have to pay to collect a deposit from your account, such as lawyers' fees, will be charged to your account. All deposits and credits to your account, including without limitation wire transfers and other electronic payments, are subject to review

for compliance with applicable law, including without limitation regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your account, or refusal to accept all or part of the deposit. We will not be liable to you for any such delays or refusals.

If we have to reimburse the government for funds deposited into your account, we may deduct that amount from any account you have with us. We do not have to notify you first, unless required by law.

*Read the PNC Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees for overdraft and fees for returned items. (Product availability may vary by location.)*

## WITHDRAWING MONEY

### Overview

Your account offers many ways to withdraw money, such as online, in person, checks, debits or ATM transactions.

We withdraw funds from your account on the day an item is presented to us or when we are notified that an item drawn on your account, such as a check, has been deposited in another financial institution.

### Using your debit card

You may use your debit card for ATM transactions and to purchase goods and services. Debit cards are considered bank property. We have the right to cancel your card without notice at anytime and may require you to surrender it.

### Writing checks

If you write a check, we can only honor it if it is properly filled out and signed by you or your representative whose authority is on file with us.

We don't return your checks after processing them. If available, we will provide check images or photocopies.

*Review the "PNC Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees" for any fees for providing check images or photocopies. (Product availability may vary by location.)*

### Use blue or black ink

Writing or depositing checks with decorative images or ink colors other than black or blue increases the possibility of processing errors. We will not be liable for any losses you incur as a result of processing errors.

*Write a current date on your checks*

We are not responsible for checks that are missing dates, postdated, or stale-dated. If you do not wish to pay a check you have already written, place a stop payment order with us. Read the Stop Payment Section of this Agreement for more information. We have the right to refuse requests to cash checks that you have written with an inappropriate date. We also have the right to impose a charge for cashing a check that you have written if the date is not current.

### Signing checks

You must sign your checks, or a representative who has been granted check-writing authority must sign them.

If you have a joint account, any joint account holder may sign checks. Protect any stamps or machinery you use to sign checks, since their use by any person is considered an authorized signature.

We process checks automatically so that we can clear the largest number of checks at the lowest cost to customers. We have a duty to use "ordinary care" in examining the checks that we process; by processing your check automatically, we have used ordinary care. We have also used ordinary care if a check has unauthorized signatures or is altered so skillfully that a reasonably careful person cannot readily detect this change. We will not be liable for any resulting losses.

### Insufficient funds and Overdrafts

You should consider all your transactions when you make a withdrawal. We give you daily access to the information we have regarding your account balances and transactions, but the accuracy of that information is subject to any pending or unprocessed transactions that only you know about. It is your responsibility to keep track of your transactions and balances accurately.

### *Overdrafts*

We are only required to permit a withdrawal if your account has sufficient available funds to cover the whole amount.

FOR ACCOUNTS IN INDIANA: If you do not deposit sufficient funds to bring your Account current within a reasonable time of incurring an overdraft, then we may charge you a fee for services used to recover the outstanding indebtedness.

If you are a recipient of Social Security or other government benefits which have been deposited in the account, you specifically authorize us to apply such benefits to pay any overdraft.

### *Payment of Overdrafts for Debit Card Transactions*

If you want us to allow you to complete a transaction that may cause an overdraft to your checking account when using your debit card at ATMs, and for everyday (one-time or non-recurring) merchant purchases, you must specifically authorize us to do so. If you authorize us to pay these transactions, you agree to repay us immediately the amount of any funds advanced to you. We may also assess your Account a service charge. At no time shall we be required to allow you to overdraw your Account, even if we had allowed such activity on one or more prior occasions.

If you do not specifically authorize us to complete these transactions, we will decline these transactions if your funds are not sufficient to cover them. We may not be able to prevent all overdrafts (including, without limitation, transactions that a merchant does not submit for authorization). Even if we are unable to prevent such overdrafts, you are still required to repay us immediately the amount of the funds advanced to you.

If you have authorized us to pay overdrafts when using your debit card, and you are using a PNC Bank ATM, we can give you the choice to cancel the transaction if it would cause an overdraft. We are not able to provide you this choice when using a non-PNC Bank ATM or when making purchases.

### *Payment of Overdrafts for Checks, ACH Transactions and Preauthorized Automatic Debits*

Checks, ACH Transactions and preauthorized automatic debits (including recurring debit transactions) that exceed the available balance in your account, and thus create an overdraft, are subject to associated overdraft fees. If, in our sole discretion, we choose to allow these withdrawals when there are not sufficient available funds in your account, you agree to repay us immediately the amount of any funds advanced to you. In addition, your account may still be assessed with associated overdraft fees. At no time shall we be required to allow you to overdraw your Account, even if we had allowed such activity on one or more prior occasions. We reserve the right to refuse to cash or to impose a

charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal. The classification of a transaction as recurring or non-recurring is determined by merchants, other institutions or other third parties before it is presented to us for authorization or payment.

### *Pending Transactions*

In determining whether you have sufficient funds in your account to pay checks and other withdrawal items, we will consider both of the following: (1) the deposits and withdrawals posted that day to your account, and (2) all pending electronic transactions (including, but not limited to, point-of-sale transactions) for which PNC has received notice, even if those transactions have not yet posted to your account. We may conclusively rely on notice of electronic transactions in determining whether you have sufficient funds in your account to cover a withdrawal, even if the notice incorrectly describes the transaction. This could result in an overdraft, or cause transactions to be declined, if sufficient funds are not available in your account to pay all checks and other withdrawal items. Pending electronic transactions include (but are not limited to) purchases, transfers or withdrawals made with your Debit Card or Banking Card, merchant payment authorizations, online transfers of funds, telephone transfers and any other electronic transactions or transfers. We will not be responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from this method of determining whether you have sufficient funds to pay all checks and other withdrawal items. In addition, funds you may have deposited may not be immediately available under our Funds Availability Policy. Please review our Consumer Funds Availability Policy for more information.

### *Order of Processing Withdrawals*

Our general practice is to first add deposits (credits) to your Account and then subtract withdrawals (debits) from your Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. We receive notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If we do not have information that allows us to determine the exact time notice of a transaction was received, we may assign an approximated time to that transaction.

Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time we receive notice of a

transaction may differ from the time shown on a receipt. This order of processing may affect the total number of overdrafts on your account (and, if applicable, the total amount and number of overdraft fees charged). We will not be liable for damages or wrongful dishonor if any item is not paid as a result of the order in which we process withdrawals.

#### *Other Information*

We are only required to make one determination per day regarding whether your balance is sufficient to pay transactions. We don't have to determine your balance again if you have more funds available later in that day.

We are not required to notify you in the following circumstances:

- We pay a check that overdraws your account.
- We choose not to pay a check that would overdraw your account.
- We charge you a fee for either of these scenarios.

#### **Stop payment orders**

You may stop payment on any of the following:

- Checks
- Preauthorized transfers
- Or Visa Debit Card recurring debits

*If you want more information on stopping payment of a preauthorized transaction, see our "Consumer Electronic Funds Transfer Disclosure Statement."*

You cannot stop payment on the following:

- Cashier's checks
- Money orders

## **TRANSFERRING MONEY**

#### **Transaction limitations**

You may make unlimited withdrawals and transfers from an ATM, in person, or by mail. For savings accounts, including your Growth account (if you have a Growth Account), you may not make more than six (6) preauthorized, automated or telephone transfers or debit card or similar payment order to a third person each monthly statement period.

*See the Consumer Electronic Funds Transfers Disclosure Statement or ask a PNC Bank employee.*

Some of the transactions that are limited include the following:

- Other items that are equivalent to cash
- To stop payment, verify that the information you provide, such as the amount and check number, is accurate. We process stop payment orders by computer, so you need to provide accurate information. Otherwise, we cannot ensure the item you want stopped will not be paid.

We will accept a stop payment order from anyone with signing authority on your account, regardless of who wrote the check or made the payment order that is being stopped.

We must receive your stop payment order with enough time and in a manner that we can reasonably act on it before finalizing your payment.

After we receive your stop payment order, it will be effective for six (6) months, unless you notify us in writing to cancel the stop payment order sooner. Stop payment orders on Visa Debit Card recurring debits are effective for two (2) years. For any stop payment to be effective, at least one (1) transaction must have been posted to your account.

To extend a stop payment order, you need to write or call us before it expires. If you do not extend the stop payment order, we are allowed to pay an item presented to us after the stop payment order has expired. If we inadvertently pay an item that you have a stop payment order on, we may not recredit your account if you owe money to the payee. If we recredit your account, you will have assigned us your rights against the payee(s), for the item and the underlying claim.

- Overdraft transfers from a savings account to cover checking transactions
- Transferring money from a savings account to a checking account online, over the phone, by fax or by email
- Transferring money electronically to pay a third party, a mortgage with another bank, utilities, gym membership, etc.

The number of transactions from savings accounts is limited under federal regulation. We have the right to monitor and prevent transfers that exceed this limit. If you continue to exceed the transfer limit, we may close your account or convert it to one without transfer limitations.

## **SPECIAL CIRCUMSTANCES**

#### **Disagreements between joint account holders**

If we receive notice of a dispute between two or more account holders, we may require all account holders to sign transactions. This ensures that everyone is aware of the transaction. If we are served with a legal

process regarding the funds in the account, such as a court order, lien or garnishment, we will take any steps permitted or required by law pending resolution of the matter.



### **Death of an account holder**

If a joint account holder dies, the other account holders are responsible for notifying us. If your account is considered payable-on-death, we will transfer your account to the beneficiaries listed on your signature card. Ordinarily, we have the right to pay any checks and carry out any other transactions authorized by the deceased depositor for 10 days after the date of death, or for a different period of time if specified by law. For joint accounts, the surviving account holder(s) can stop payment on checks or transfers made by the deceased. For accounts with a single account holder, a legal representative can stop payment on checks or transfers made by the deceased. Otherwise, we will pay all checks and carry out all authorized transactions for 10 days. Until legal requirements are met, we may refuse withdrawals from your account.

### **If your account becomes inactive**

Your account is considered inactive if you don't make any withdrawals or deposits for six or more months. You will still be assessed the following:

- Existing charges and fees
- Any charges and fees introduced or raised during the period of inactivity

We may send you statements less frequently if your account becomes inactive. Additionally, your account may be considered "abandoned property" under state law if it is inactive for an extended period of time. The definition of "inactive," including the time period, depends on which state's law applies. If your account is "abandoned property," we are required to transfer the balance to the state.

### **If we need to reclaim money**

If you receive payment from us for an item, such as a check, and we need to investigate a claim that the item contains a forged endorsement or alteration, we are allowed to place a hold on your account while the investigation is made. If we find that the item contains a forged endorsement or alteration, we are allowed to charge your account for the face value of the item.

When you open the account, you and any joint depositors grant us a security interest in the balance in your account and joint accounts held in your name, including those held by husband and wife. This means we may charge your account for any debts owed to us (i.e., loans, overdrafts, obligations) by you or your joint account holder, even if the account holder is your husband/wife.

If necessary, we may charge other accounts you hold individually or jointly for the money owed to us. We are not required to give you or other account holders advance notice before exercising these rights.

Debts from bank credit cards, IRAs or other tax-deferred retirement accounts are not included unless permitted by law.

Our right to reclaim money owed to us takes priority over the following:

- Change of ownership
- Pledge
- Garnishment
- Court order or legal process

We will take any steps permitted or required by law to resolve the matter.

FOR ACCOUNTS IN INDIANA: All joint account holders specifically agree that the provisions of Indiana Code 32-17-11-17 and 32-17-11-27, regarding the proportion of net contribution by each joint account holder, shall not apply to any charge to an Account under this section, and we shall have the right to deduct from any such Account the amount of any indebtedness due and owing to us from any joint account holder up to and including the entire balance of any such Account without regard to the contribution to the Account.

### **Reporting negative information to credit bureaus; Disputing reported information**

We may report information regarding your Account to credit bureaus. If the Account is jointly held, we may also report information to credit bureaus about any joint owner(s). Negative information, including closing of the Account with an overdrawn balance owed or other defaults on the Account, may be reflected in each joint owner's credit report. If you believe that the information that PNC Bank is furnishing to ChexSystems or Early Warning Services is inaccurate or incomplete, and you wish to dispute the reported information, you may dispute directly to PNC Bank and/or to ChexSystems or Early Warning Services, as applicable, however, the dispute must be in writing and sent by mail or fax as follows:

- PNC Bank, Attn: Support Services Department, P.O. Box 3180, Pittsburgh, PA 15230-3180.
- Chex Systems, Inc., 7805 Hudson Road, Suite 100, Woodbury, MN 55125, or faxing 602-659-2197.
- Early Warning Services, LLC Attn: Consumer Services, 16552 North 90<sup>th</sup> Street Suite 100, Scottsdale, AZ, 85260 or faxing it to: 480-656-6850.

Your correspondence should include the following information:

- Your name, address and Social Security Number
- Your account number
- The information being reported that you believe is inaccurate or incomplete
- Any supporting documentation, such as account statements, letters, etc.

- A copy of the ChexSystems or Early Warning Services report, if available

### **Transferring your account**

If you want to transfer ownership of your account, the transfer has to appear on our records to be considered effective.

If you want to remove a joint account holder or transfer ownership of your account, you may need to close the account, and a new account can then be opened by the new owner(s).

If you are pledging your account to pay for a debt, we must approve of this transfer.

### **Closing your account**

You or the bank can close the account(s) that comprise your Virtual Wallet at any time by providing written notice. If we close the account(s), we will mail you a check for the final balance. If you close the account(s),

you will still be responsible for any outstanding checks written, or service charges or overdrafts incurred, before, during or after the time you closed the account(s). We are not required to close the account(s) at your request until all known authorized or outstanding items (including checks and ATM, point-of-sale, ACH and other electronic transactions) have been paid from your account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the account) have been resolved. We will not reopen a closed account except as necessary to resolve any outstanding disputes. Any items presented for payment after an account has been closed will be returned to the payee, and you will be liable for any associated charges. Any additional deposits or electronic credits (including Social Security, pension payments and automatic payroll deposits) will be returned to the originator.

## **WHAT WE DO BEHIND THE SCENES**

### **Maintaining your account**

*For more information on how interest is calculated, read the "Interest Payment and Balance Computation" section of this booklet.*

Each checking account may be comprised of 2 sub-accounts that we manage. It does not affect your interactions with your account. For your Virtual Wallet or Virtual Wallet Student Spend account, one of the sub-accounts is a checking sub-account; the other is a non-interest-bearing money market sub-account. For the Spend portion of your Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account, one of the sub-accounts is a checking sub-account; the other is an interest-bearing money market sub-account. For Reserve, one of the sub-accounts is a checking sub-account, and the other is an interest-bearing money market sub-account.

To cover your withdrawals, we transfer funds each day from the money market sub-account to the checking sub-account. Each statement period we allocate funds between the 2 sub-accounts. After 6 transfers, all the money from the money market sub-account is transferred to the checking sub-account for the remainder of the period.

### **Calculating interest**

We are required by law to report the interest you earn to the government, so we need your Social Security number (or other written certification) to do so. Otherwise—as required by federal law—we may withhold this interest and pay a portion to the government, and you may face a government penalty.

### **Giving written notice before withdrawing funds**

We want withdrawing funds to be easy and convenient, but under federal regulation, we have the right to require that you give us written notice seven (7) days before withdrawing funds from an interest-bearing account. It's not often that we require this notice; however, we are allowed to require you to give this notice, even if we have never done so before.

If you request a large cash withdrawal at a branch office, we may require advance notification to ensure an adequate supply of cash is available at the branch.

### **Our use of check images and substitute checks**

We don't return your original checks, but you can request an image of your cashed checks. Your original check will be taken out of circulation and destroyed once an electronic record of it—either an image or a record of the data—has been created. The bank will then use this electronic record for collection, payment, and return. This is often referred to as the "image exchange process." Under this Agreement, the image exchange process can be subject to the rules of check clearinghouses, the Federal Reserve or exchange agreements between two (2) or more banks. A check image received or created by us will be considered a "check" or an "item" for purposes of this Agreement and any applicable law.

We may also create or process substitute checks, which are for bank use only. You will rarely have a substitute check, but if you do, you cannot deposit it with us. If you deposit a substitute check with another bank, or transfer a substitute check to another person, you shall not identify us as a "reconverting bank" or "truncating bank" on that document. If you do, you will be required

to compensate us for any loss we incur directly or indirectly.

*Read the Substitute Check Policy Disclosure in this booklet for more information on this and the Check 21 Act.*

### **Remotely created checks**

A remotely created check is one that you authorize — for example, over the phone — but does not have your signature. We may honor a remotely created check that you (or any joint account holder) authorize someone else to create.

If you deposit a remotely created check, and the check is not authorized to be paid in the amount stated on it or to the person to whom it is made out, you will be required to compensate us for any loss we incur as a result.

All the agreements that apply to checks also apply to remotely created checks, except these checks will not have an account holder's signature on them. If you

violate any of these terms, we will require compensation for any loss we incur as a result.

### **Your personal information; Call recording; Consent for service calls**

We will treat personal information about you and your account in accordance with the "PNC Privacy Notice, What Does PNC Do With Your Personal Information?" You agree to cooperate with us in any recordkeeping and reporting which we believe necessary to fulfill government requirements. You consent that any phone call with us may be monitored or recorded by us. By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

## **APPLICABILITY AND EFFECTIVENESS OF THIS AGREEMENT**

### **Providing written notice**

If you give us written notice, we consider it effective when we receive it. If we give you written notice, this notice is effective (1) when it is mailed to you at the address on file for your statement, or (2) if you have opted to receive online statements in electronic form, when it is posted on PNC's secure Online Banking web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.)

### **Disclosures**

Any disclosure statements or policies we give you are considered a part of this agreement.

### **Agreements for other services**

If the terms and conditions for other bank services (such as online banking) conflict with this agreement, the agreement for those bank services will be used instead of this agreement. However, this only applies to the conflicting terms. The rest of the language in this Agreement will still be in effect.

### **Notices**

Any written notice that you give to us is effective when we have actually received it at the designated address and have a reasonable opportunity to act upon it. If applicable state law enables an account holder to modify the terms of an account and/or distribution of funds in an account by providing written notice to PNC, that written notice must be notarized and sent to the following required address: PNC Bank PO Box 609 Pittsburgh, PA 15230-0609. Sending such notices to any other PNC address or location will be deemed failure to provide notice to PNC. PNC reserves the right to require

the account to be closed if you wish to modify the terms, the ownership and/or nature of the account. Any written notice that we give to you is effective (1) when it is mailed to you at the address on file for your statement, or (2) if you have opted to receive online statements in electronic form, when it is posted on PNC's secure Online Banking web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.)

### **Severability**

If a court finds any part of this agreement to be considered invalid, or unenforceable for any reason, the rest of the agreement will continue to be in effect.

### **Amendments**

We will update this agreement and the "PNC Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees" from time to time. We may change fees and charges, and we have the right to convert your account from one product to another. We will inform you of any amendment (1) by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement; or (2) if you have opted to receive online statements in electronic form, by posting the notice of the amendment and the amendment itself on PNC's secure Online Banking web site. If you receive statements in paper form, the amendment will generally appear on your statement. In some cases, notice of the amendment will appear on the statement and the amendment itself will be included on an insert accompanying your statement. If you have opted to

receive online statements, the amendment will generally appear as a message on the PDF statement posted on PNC's secure Online Banking web site as well as in the "Messages" section of the site. In some cases, the amendment will be included as a PDF insert on the web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.) When the amendment becomes effective, we will post the new version of this Agreement online and make the new version available in our branches. An amendment will become effective 30 days (or such later time if required by law) after notice of the amendment is delivered or otherwise made available to you, unless a shorter time period is permitted by applicable law or required because of an emergency situation. If we make changes due to an emergency situation, we will notify you as soon as possible. When we provide notice to a joint account holder, we will consider it sufficient for all account holders. Your continued use of your Virtual Wallet product and the Account(s) that comprise it following the effective date of the Amendment will indicate that you agree to be bound by this agreement, as amended.

#### **Waiver of Terms**

We may waive any of these terms and conditions from time to time. To be effective, the waiver must be written, and it must be signed by a bank officer. The fact that we waive a term or condition once, or multiple times, does not mean that we have waived the right permanently, and it does not require us to waive it on any occasion in the future.

#### **Governing Law**

This Agreement is governed by the laws and regulations of the state in which the branch or retail office where you opened your Account is located, without regard to such state's choice of law or conflict of law principles. If your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, and PNC has a branch or retail office in your state of residence at the time your Account is opened, this Agreement is governed by the laws and regulations of your state of residence when your Account is opened, without regard to such state's choice of law or conflict of law principles. If we do not have a branch or retail office located in your state of residence when your Account is opened, and your Account is opened by mail, initiated by an application taken over the phone, over the internet or electronically, or in person by a PNC representative outside of a branch, then you agree that (i) this Account is deemed to be opened in the Commonwealth of Pennsylvania, (ii) all applicable funds are deemed to be deposited into and withdrawn or transferred from the Account which is located in Pennsylvania, (iii) our agreement to open this Account, and all decisions we make now and in the future concerning or affecting this Account, occur in Pennsylvania. This Agreement and your Account is and shall therefore be governed by the laws and regulations of the Commonwealth of Pennsylvania (and will continue to be subject to Pennsylvania laws even if a PNC branch or retail office is subsequently opened in your state) without regard to Pennsylvania choice of law or conflict of law principles. This Agreement is also at all times governed by and may rely upon all applicable preemptions afforded to national banks by the laws and regulations of the United States of America.

## INTEREST PAYMENT AND BALANCE COMPUTATION

Your interest rates and Annual Percentage Yields may change. At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on your account at any time without notice to you.

Interest is compounded monthly and credited on the last day of each monthly statement cycle. If you close your account before interest is credited, you will not receive the accrued interest.

We use the daily balance method to calculate the interest on your interest-bearing account(s).<sup>\*</sup> This method applies a daily periodic rate to the total principal in the account each day.

Interest-bearing Spend accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for the appropriate balance tier.

Interest-bearing Reserve accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance. Growth accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for that day's balance on the highest tier the balance reaches.

Interest begins to accrue no later than the business day we receive credit for the deposit of checks and other non-cash items.

If you use the combined average monthly balances in your qualifying checking account(s) to avoid the monthly service charge on a Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select account, then on the statement date of your Spend account, we review the average monthly balance for each related account for the current statement cycle. The average monthly balance is calculated by adding the principal in each of your related accounts for each day of the current statement period and dividing that figure by the number of days in the current statement period.

<sup>\*</sup>The Spend account of a Virtual Wallet, Virtual Wallet Student, and Virtual Wallet Checking Pro does not earn interest. The Spend account of a Virtual Wallet with Performance Spend and Virtual Wallet with Performance Select earns interest. The Reserve account of a Virtual Wallet Checking Pro does not earn interest. The Reserve account of a Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, and Virtual Wallet with Performance Select earns interest. The Growth account of all Virtual Wallet products earns interest.

Note: For product types listed in this section, availability may vary by location.

## ARBITRATION PROVISION

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**READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.** Under the terms of this Arbitration Provision, and except as set forth below, Claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it.

### **YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.**

This Arbitration Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing customer, as of the date of this Agreement), unless you opt out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person.

**This Arbitration Provision will survive the termination of this Agreement. See further details below.**

### **Definitions**

**“We,” “Us” and “Our.”** Solely as used in this Arbitration Provision, the terms “we,” “us” and “our” also refer to (1) our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors and assigns; and (2) any failed bank to the extent of the assets acquired by us or our affiliates.

**“Account.”** For purposes of this Arbitration Provision, “Account” refers to your personal deposit account or accounts with us and the features and services provided in connection with it or them. Personal Deposit Accounts include checking accounts, savings accounts, money market deposit accounts, and certificates of deposit. Certificates of deposit and money market deposit accounts held in a retirement account are collectively an “Account.” “Account” also refers, collectively and separately, to the Spend, Reserve and Growth accounts in your Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro.

**“Claim.”** A “Claim” subject to arbitration is any demand, cause of action, complaint, claim, asserted right, or request for monetary or equitable relief, whether past, present or future, and based upon any legal theory, including contract, tort, consumer protection law, fraud, statute, regulation, ordinance, or common law, which arises out of or relates to this Agreement, your Account or Accounts, the events leading up to your becoming an Account holder (for example, advertisements or promotions), any feature or service provided in connection with your Account or Accounts, or any transaction conducted with us related to any of your Accounts.

Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court.

### **Arbitration Procedures**

- a. **Agreement to Arbitrate Claims.** Except if you opt out as provided below, you or we may elect to arbitrate any Claim.
- b. **Electing arbitration.** If you or we elect to arbitrate a Claim, the party electing arbitration must notify the other party in writing (the “Notice”). Your Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the “Notice Address”). Our Notice to you shall be sent to the most recent address for you in our files. Any arbitration hearing that you attend will take place in a venue in the county where you reside unless you and we agree otherwise. If a party files a lawsuit in court asserting a Claim and the other party elects arbitration, such Notice may be asserted in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of Claims asserted by the plaintiff in a lawsuit filed in court). If you or we commence litigation of a claim, neither you nor we waive our right to elect arbitration with respect to any counterclaim or other claim that you or we may make. In the event that a court grants a motion to compel arbitration, either party may commence the arbitration proceeding in accordance with the rules and procedures of the arbitration administrator specified in this section.
- c. **Arbitration costs.** We will pay the filing, administrative and/or arbitrator’s fees (“Arbitration Fees”) that we are required to pay pursuant to the administrator’s rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the administrator’s rules in connection with an individual arbitration you have commenced against us, (i) if the amount of your Claim does not exceed \$75,000 and we receive a written request by you at the Notice Address, we will pay or reimburse you for your payment of said Arbitration Fees; (ii) if the amount of your Claim exceeds \$75,000 and we receive a written request by you at the Notice

Address, we will consider paying said Arbitration Fees if you are unable to pay them and cannot obtain a waiver or reduction of them from the arbitration administrator.

- d. **Arbitration administrator and rules.** The party electing arbitration must choose between one of two administrators: (1) the American Arbitration Association ("AAA"), or (2) JAMS. The administrator chosen will apply its rules and/or codes of procedures in effect at the time arbitration is elected. You may obtain a copy of the rules/ codes, and more information about initiating an arbitration, by (1) contacting AAA at 1-800-778-7879 or visiting [www.adr.org](http://www.adr.org), or (2) contacting JAMS at 1-800-352-5267 or visiting [www.jamsadr.com](http://www.jamsadr.com). The arbitrator is bound by the terms of this Agreement. If neither AAA nor JAMS can serve, the parties may agree on another administrator, or a court may appoint one.
- e. **What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the Federal Arbitration Act (FAA), that would apply if the matter had been brought in court.
- f. **The arbitrator's decision and award; attorney fees.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law, as limited in Section (e.) above, to an individual action brought in court. In addition, with respect to claims asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, or if applicable law requires us to do so.
- g. **Effect of arbitration Award; appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act.

#### **Federal Arbitration Act**

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

#### **CLASS ACTION WAIVER**

**If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either**

**as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If the Class Action Waiver is voided, found unenforceable, or limited with respect to any Claim for which you seek class-wide relief, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such Claim, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. However, the Arbitration Provision shall remain valid with respect to all other Claims. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

#### **Conflicts; Severability; Survival**

This Arbitration Provision is intended to be broadly interpreted. In the event of a conflict between the provisions of this Arbitration Provision and the AAA or JAMS rules, or any other terms of the Agreement, the provisions of this Arbitration Provision shall control. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

#### **RIGHT TO OPT OUT**

**You may opt out of this Arbitration Provision by calling us toll free at 1-855-762-2432, or by sending us a written notice which includes your name(s), Account number, and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the "Opt Out Notice"). To be effective, your written Opt Out Notice must be (1) sent to us by first class mail or certified mail, return receipt requested, at PNC Bank, Attn: Arbitration Opt Out, P.O. Box 535229, Pittsburgh, PA 15253-5229, and (2) signed by you (or both of you, if more than one) including the information set forth above. We must receive your telephone call or written notice within forty-five (45) days after either (i) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other provision of this Account Agreement. If the Arbitration Provision of your Account Agreement has already been delivered or otherwise made available to you, amendments to your Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.**

# SUBSTITUTE CHECK POLICY DISCLOSURE

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## SUBSTITUTE CHECKS AND YOUR RIGHTS (IMPORTANT INFORMATION ABOUT CONSUMER CHECKING AND MONEY MARKET ACCOUNTS)

### 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 us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides 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 we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

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

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

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us:

- By phone at 1-888-PNC-BANK (1-888-762-2265) or, at 1-800-531-1648 (TT)
- Write us at: PNC Bank/Adjustments, P7-PFSC-02-C, 500 First Avenue, Pittsburgh, PA 15219
- Or email us at [www.pnc.com](http://www.pnc.com). Simply log on to Online Banking (user ID and password, necessary) and select Message Center to send us a secure message

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you tell us orally, we may require that you send us your claim in writing within 10 business days.

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
- A copy of the substitute check or the following information to help us identify the substitute check: account number, check number, amount of the check, date the check was paid or posted to your account, the reference number for the check (if known), name of the person to whom you wrote the check, and any other pertinent information.



# CONSUMER FUNDS AVAILABILITY POLICY

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## Introducing Our Funds Availability Policy

When you deposit checks and similar items to your PNC Bank account, you expect us to make the funds available for your use as quickly as possible. Our Funds Availability Policy is designed to do just that. Depending on the type of non-cash deposit you make, your funds may be available as quickly as the next business day. Of course, depending on the amount, type and source of your non-cash deposit, there are situations when your deposit will take longer to become available for your use.

Our Funds Availability Policy provides detailed information about when funds you deposit will become available for your use. This policy is in effect for accounts opened in all PNC Bank markets.

Please take a moment to review this Policy. By understanding how we make your deposits of non-cash items available, it will be easier for you to manage your account and realize all the benefits of banking with PNC Bank.

## Determining Availability of a Deposit

We determine availability by counting the number of business days from the business day of your deposit. Every day except Saturday, Sunday and a federal holiday is a business day.

If a deposit is received through one of our branch tellers, ATM, mobile device, remote deposit scanner, electronic deposit (i.e. ACH, Zelle®, Real-Time Payments), or by mail before our cut-off time, we will consider that day to be the day of your deposit. However, if a deposit is received after our cut-off time or on a day that is not a business day, we will consider the deposit as being received on the next business day that we are open. With the exception of deposits made at non-PNC ATMs, our cut-off time is 10:00 p.m. ET. The cut-off time for deposits made at non-PNC Bank ATMs is 3:00 p.m. ET.

Further, deposits made through our night depository after 6:00 a.m. ET may be processed on the next business day.

Availability varies depending on the type of deposit and is explained below.

Checks drawn on banks located outside of the United States are not subject to this availability Policy. Please inquire regarding availability at the time you make such deposits.

## Initial \$100 of Your Deposit

The initial \$100 of any deposit will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting. The balance of the \$100, if any, will be available on the first business day after the business day of your deposit for all purposes. The remaining balance of your total deposit will be available depending on the type of deposit, as described in the availability provisions for each deposit as otherwise stated in this Policy. *(Please see exception noted in "Special Rules for New PNC High Yield Savings Accounts Opened Online" in this Policy.)*

## Same-Day Availability

Funds from the following deposits are available on the same business day as the day of their deposit if received prior to our cut-off time of 10:00 p.m. ET:

- All cash deposits made to a PNC Bank teller and PNC ATMs equipped with currency validation technology
- Checks or money orders drawn on PNC Bank will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting.
- Wire Transfers
- Online Banking Transfers
- Electronic deposits, including but not limited to ACH, Zelle, Real-Time Payments, etc.
- Check deposits approved using PNC Express Funds

Deposits received after our cut-off time of 10:00 p.m. ET, or on a day that is not a business day, may be available for immediate withdrawal; however, we will consider the deposit as being received on the next business day to pay checks and other items that are presented to us that evening for posting.

**Note: Following is our general funds availability policy; however, please refer to our "Large Dollar Deposits" section below for availability of deposits that equal or exceed \$50,000 and to the "Special Rules for New Account Holders" section for availability of deposits for new account holders, and the "Special Rules for New PNC High Yield Savings Accounts Opened Online" section.**

## Next-Day Availability

If a deposit of checks or money orders is received before the cut-off time on a business day that we are open, funds from your deposit of checks or money orders will be available as follows:

- Checks or money orders drawn on PNC Bank will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting. The remaining funds will be available on the first business day after the business day of your deposit for all purposes.
- All other deposits of checks or money orders will be available on the first business day after the business day of your deposit for all purposes.

**Large Dollar Deposits**

If your total deposits of checks, excluding the items listed in the “Items Excluded from Large Dollar Deposit Calculation” section later in this Policy, on any one business day, prior to our cut-off time, equal or exceed \$50,000, then, \$100 of any deposit will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting, an additional \$100 will be available the first business day after the business day of your deposit for all purposes, and any remaining funds will be available the second business day after the business day of deposit for all purposes.

**As an example, if your total deposit equals or exceeds \$50,000:**

*2-Day Availability (Eligible deposits of checks or money orders)*

Monday	Tuesday	Wednesday
Day of deposit	1st business day	2nd business day
●		●
Check is deposited – initial \$100 available in posting	Additional \$100 is available for all purposes	Deposit is fully available for all purposes

**Items Excluded from Large Dollar Deposit Calculation:**

- a. Cash;
- b. Wire transfers;
- c. Electronic deposits;
- d. Check deposits approved using PNC Express Funds;
- e. The initial \$100 of any deposit;
- f. Checks and money orders drawn on PNC Bank;
- g. U. S. Treasury checks payable to you;
- h. Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders payable to you;
- i. State and local government checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office;
- j. Non-PNC Bank cashier’s, certified and teller’s checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office.

You are required to separate checks requiring special deposit tickets from other checks you are depositing. If you do not use a special deposit ticket for checks as noted above, or if you use a special deposit ticket inappropriately, your check deposit will be treated like any other check.

**Special Rules for New PNC High Yield Savings Accounts Opened Online**

When you open a new High Yield Savings account through PNC Online Banking, we will place an initial hold on the account for a period that will not exceed 5 business days,

beginning with the business day on which your online application is completed (or next business day if application completed on a non-business day). Deposits made during this period will not be available during this period for any purpose. When the initial hold is removed from your account, funds from your deposits, including deposits made during the initial hold period, will be available according to the other provisions of this Policy.

**Special Rules for New Account Holders**

For purposes of this Funds Availability Policy, a “new account holder” is defined as a customer who does not have a PNC Bank checking account that has been open for more than 30 calendar days. If you are a new account holder, the following rules will apply when a deposit is made during the first 30 calendar days your account is open. All deposits not discussed in this section will be available as described elsewhere in this Policy.

- A. Funds from travelers checks deposited with a special deposit ticket, funds from deposits outlined as items “f” through “j” in the “Items Excluded from Large Dollar Deposit Calculation” section above, and \$100 from deposited checks or items will be available on the first business day after the business day of your deposit for all purposes.
- B. Funds from checks will be available on the second business day after the business day of your deposit for all purposes.

After the new account period has ended, funds from your deposits will be available according to our general policy.

**Longer Delays May Apply**

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

- We believe a check you deposited will not be paid.
- You deposit checks totaling \$50,000 or more on any one business 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 a failure of communications or computer equipment.

We will notify you of the delay in your ability to withdraw funds for any of the reasons listed, and we will tell you when the funds will be available. In this case, funds from the deposit of checks will usually be available no later than the fifth business day after the business day of your deposit for all purposes.

**Deposits at Non-PNC Bank ATMs**

If you make a deposit at an ATM that we do not own or operate, which are those not branded as PNC Bank, funds from any deposits (cash or check) will be available the fourth business day after the day of your deposit for all purposes. This rule does not apply at ATMs that we own or operate.

Other restrictions are set forth in the Electronic Funds Transfer Disclosure Statement Brochure.

**Refusal of a Deposit**

We continue to reserve the right not to accept deposits. In some circumstances, items unacceptable for deposit, such as a mutilated check, may be processed as collection items.

**Accelerated Availability**

If you make a deposit of checks or money orders on a business day that we are open, we may make part of your deposit available to you sooner than otherwise stated in this Policy. The balance of your deposit will become available according to the other terms of this Policy.

**Endorsement**

It is important that you place your endorsement carefully on the back of all checks you are depositing. A 1½ inch area has been designated for your endorsement. Please ask your PNC Bank customer service representative about proper placement of your endorsement. If your endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

**Your Responsibility**

You agree that PNC Bank may deduct the amount of a deposited check from your account balance if PNC Bank receives notice that the check has not been paid. PNC Bank may make this deduction even if the unpaid check has not yet been returned to the Bank. You agree that PNC Bank may charge an unpaid check against your account even if PNC Bank could claim reimbursement for the check from the bank on which the check was drawn or from some other bank. You agree that PNC Bank may charge a check back even if the charge results in an overdraft.

If you have any further questions about this Funds Availability Policy, please contact your local branch or call us at 1-888-PNC-BANK (1-888-762-2265).

**IMPORTANT NOTICE: WE ARE MAKING CHANGES TO THE "DISCLOSURES OF YOUR RIGHTS AND OBLIGATIONS" SECTION OF THE CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT IN THIS AGREEMENT. THESE CHANGES MAY IMPACT YOUR POTENTIAL LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS. THESE CHANGES WILL TAKE EFFECT STARTING JUNE 26, 2020. PLEASE SEE THE "DISCLOSURES OF YOUR RIGHTS AND OBLIGATIONS" SECTION OF THE CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT FOR DETAILS ON THE CHANGES.**

## **CONSUMER ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT**

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This Consumer Electronic Funds Transfer Disclosure Statement contains PNC Bank's Consumer Electronic Banking Agreement ("Agreement"). This Agreement provides the terms and conditions that govern electronic funds transfers for personal accounts opened at PNC Bank.

### **CONSUMER ELECTRONIC BANKING AGREEMENT**

The following terms, conditions and disclosures are made to you to explain electronic banking at PNC Bank. They govern all consumer electronic banking transactions, including those made by use of your PNC Banking Card or PNC Bank Visa® Debit Card, if you have one, as well as through PNC Bank Online Banking or Online Banking through Quicken®, if you have selected any of these services. Some examples include the following:

- (i) Transactions at automated teller machines (ATMs)
- (ii) Purchases from merchants made by using your card
- (iii) Transferring funds or paying bills through Online Banking and Bill Pay and/or Online Banking through Quicken®
- (iv) Automated Clearing House (ACH) transfers
- (v) Electronic Check conversions
- (vi) Any other fund transfers to or from your account(s) that you pre-authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically.

You should also refer to certain other documents for terms and conditions relating to your account(s):

- (i) PNC Virtual Wallet Fine Print: "What You Need to Know" ("Account Agreement") for general rules and regulations
- (ii) The PNC Bank Online Banking through Quicken®, Online Banking Transfer Funds and PNC Payment Services, and/or Online Bill Pay Services Agreement for information concerning use of these services (if you have selected any of these services)
- (iii) The Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees for information related to charges for these services or the right to use these services

- (iv) The Consumer Funds Availability Policy for information concerning the availability for withdrawal of deposits that have been made by electronic or other method to your PNC Bank account(s)
- (v) The Telephone Transfer Authorization Agreement terms and conditions for information concerning use of that service (if you have selected this service)
- (vi) What You Need to Know about Overdrafts and Overdraft Fees for information concerning our overdraft policy on different types of transactions.

### **Definitions**

In this Agreement, several words are used repeatedly, and have the following meanings:

- (i) "Account" or "accounts" will mean each of your personal checking or savings accounts which you have arranged with us to access with your card or by any other electronic method.
- (ii) "ACH" will mean funds transferred electronically through the Automated Clearing House (ACH) network.
- (iii) "Agreement" means the Consumer Electronic Banking Agreement contained in this Consumer Electronic Funds Transfer Disclosure Statement.
- (iv) "ATM" will mean automated teller machine or banking machine.
- (v) "ATM operator" will mean any person or entity that operates an ATM at which a consumer initiates an electronic fund transfer or a balance inquiry, and that does not hold the account to or from which the transfer is made, or about which an inquiry is made.
- (vi) "ATM transaction" will mean a transaction conducted through an automated teller machine or banking machine.

- (vii) "Card" or "cards" will include PNC Bank Banking Card, PNC Bank Visa® Debit Card, or PNC Bank Visa® Debit Card with payWave, unless otherwise specified.
- (viii) "Checking accounts" will include interest-bearing and non-interest bearing personal checking accounts.
- (ix) "Checks" will include negotiable orders of withdrawal.
- (x) "Consumer" will mean a natural person.
- (xi) "Debit Card" will mean a PNC Bank Visa® Debit Card.
- (xii) "Electronic Check Conversion" will mean a one-time electronic funds transaction where a check, draft or similar paper instrument is used as a source of information to initiate the transaction.
- (xiii) "Non-PIN purchase" or "Non-PIN transaction" will mean a purchase or transaction made by use of a Debit Card without the use of a PIN.
- (xiv) "PIN" will mean your confidential personal identification number or other confidential code assigned to you by PNC Bank or selected by you for identification purposes in connection with the use of your card or with other electronic banking transactions.
- (xv) "PIN purchase" or "PIN transaction" will mean a purchase or transaction made by use of a card and a PIN.
- (xvi) "Savings accounts" will include savings and money market deposit accounts.
- (xvii) "Transaction" will mean any consumer banking transaction, including a deposit, withdrawal, transfer or purchase, that is initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing a debit or credit to your account.

**THE FOLLOWING PROVISION WILL BE EFFECTIVE THROUGH JUNE 25, 2020.**

**Disclosures of your rights and obligations**

1. Consumers' Liability for Unauthorized Transactions (excluding verified unauthorized Non-PIN transactions. See special rules for these transactions below)

**Effective June 26, 2020, this Section 1 ("Consumers' Liability for Unauthorized Transactions") will apply to both PIN and Non-PIN unauthorized transactions.**

Contact information for reporting lost or stolen cards is provided at the end of this statement.

Tell us AT ONCE if you believe your card and/or Personal Identification Number ("PIN") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your checking or savings accounts to which you have

access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us promptly after you learn of the loss or theft of your card or an unauthorized transaction, you will not incur any loss or liability if someone used your card or made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

- a. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- b. Our business days include every day except Saturday, Sunday and a federal holiday.
- c. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your checking or savings account without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

2. Special Consumer Liability and Protection Rules for Verified Unauthorized Non-PIN Transactions:

**Effective June 26, 2020, this Section 2 ("Special Consumer Liability and Protection Rules for Verified Unauthorized Non-PIN Transactions") will be deleted in its entirety.**

If your statement shows Non-PIN transactions using your Debit Card that you did not authorize or if you believe your card has been lost or stolen, tell us at once in order to prevent further misuse of your card. If we investigate the transfer and determine that it was not authorized, you will not incur any loss or liability.

Contact information for reporting lost or stolen cards is provided at the end of this statement.

**THE FOLLOWING PROVISION WILL BE EFFECTIVE STARTING JUNE 26, 2020.**

**Disclosures of your rights and obligations**

Consumers' Liability for Unauthorized Transactions

Contact information for reporting lost or stolen cards is provided at the end of this statement.

Tell us AT ONCE if you believe your card and/or Personal Identification Number ("PIN") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your

checking or savings accounts to which you have access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us promptly after you learn of the loss or theft of your card or an unauthorized transaction, you will not incur any loss or liability if someone used your card or made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

- a. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- b. Our business days include every day except Saturday, Sunday and a federal holiday.
- c. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your checking or savings account without your permission, call the phone number or write to the address shown at the end of this disclosure statement.

#### **Disclosure of types of available transactions and limits on transfers**

1. You may access up to nine (9) PNC Bank accounts using your ATM Card. These nine accounts may be any combination of checking or savings accounts.
2. If you have a card, you may use your card at the following locations:
  - a. You may use your card at ATMs bearing any ATM network logo that appears on your card to do the following:
    - (i) Withdraw cash from your accounts
    - (ii) Make deposits to your accounts, subject to any state law limitations
    - (iii) Make transfers among your accounts
    - (iv) Perform balance inquiries on your accounts
    - (v) Pay certain bills at ATMs either by cash, by check or directly from your checking account

Note: Some of the services described in this paragraph may not be available at all ATMs. Please check the ATM machine for specific services offered.

- b. If you have a checking account connected to your card, you may use your card and your PIN to make purchases at merchants who have agreed to accept the card for PIN purchases.

- c. If your card is a PNC Bank Visa® Debit Card, you may use your Debit Card to make Non-PIN purchases at any merchant where Visa® is accepted.
  - d. If your card is a PNC Bank Visa® Debit Card, you may also obtain cash from your linked checking account at any Visa® member bank which provides you the ability to make PIN and/or Non-Pin transactions.
  - e. If your card is a PNC Bank Visa Debit Card, the card may be used to transmit funds to and from your linked account. These types of fund transfers may only be originated at participating member Visa banks.
3. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to do the following:
    - a. Pay for purchases
    - b. Pay bills
  4. There are maximum limits on the amount of total ATM withdrawals, money transfers or purchases you may make using your card in any calendar day. The amounts of these maximum limits will be disclosed to you when you receive your card. You may call us at the telephone number shown at the end of this disclosure statement if you need additional information on your limits. Additionally, you may be able to withdraw cash only in certain multiples, as indicated at each ATM. There may also be limits on the amount of total ATM deposits you may make using your card in any calendar day.
  5. Use of your card and/or PIN is also subject to the following limitations:
    - a. You may not be able to make deposits at ATMs located outside of the state where your bank of account is located.
    - b. If you have signed an agreement authorizing PNC Bank to honor telephone requests to transfer money between any of your checking or savings accounts, you can transfer funds by calling us at the phone number shown at the end of this disclosure statement, subject to the following:
      - (i) For PNC Bank savings accounts of any kind, you may make unlimited withdrawals by mail, by ATM or in person; you may, however, make no more than a total of six (6) preauthorized, telephone or automatic transfers to other accounts or third parties by use of your card or similar payment order payable to a third person during each monthly statement period.
      - (ii) We reserve the right to prevent transfers which exceed the above limits or to monitor

these transfers after they occur. Where we observe that the number of transfers exceeds the above limits, we will contact you for corrective action. Where excessive transfers continue to occur, or where the number of transfers shows little attempt to stay within the limitations, we reserve the right to close your savings account or convert it to an account without transfer limitations.

- c. You may not use your card or PIN to perform transactions on internet gambling sites.
  - d. You may not pay for purchases at a point of sale terminal or otherwise from your savings account.
  - e. For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us.
  - f. There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit (see the Consumer Funds Availability Policy for more information).
6. Contact us if you plan to travel and will be using your PNC Visa Debit Card outside the United States.

#### **Disclosure of charges for automated teller machine transactions**

You may be charged a fee by PNC when you use an ATM not owned by PNC. In addition, you may be charged a fee by the financial institution, ATM operator and/or any network used to make a transaction. Furthermore, you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Refer to the Consumer Schedule of Service Charges and Fees, which may be amended from time to time, for information related to charges imposed by PNC for these services or the right to use these services.

#### **Disclosure of right to receive documentation of transfers**

1. You can get a receipt at the time you perform a transfer with your card.
2. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the phone number shown at the end of this disclosure statement to find out whether or not the deposit has been made.
3. You will get a checking or money market account statement monthly. You will also get a monthly savings account statement unless there were no transfers to or from your savings account in a particular month.

In any case, you will get the savings account statement at least quarterly.

#### **Disclosures of charges for transfers or right to make transfers**

There are charges for certain card transactions or the right to perform such transactions. These charges are explained in the Consumer Schedule of Service Charges and Fees, which may be amended from time to time.

#### **Disclosure of right to stop payment on preauthorized transfers**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

1. Call the phone number or write to the address shown at the end of this disclosure statement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. Be sure to tell us the name of the person or company to whom the payment is scheduled to be made and the amount of the payment you wish to stop. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. You will be charged for each stop-payment order you give in accordance with our current applicable schedule of services and fees. If a payment is made to the payee/merchant electronically, and the funds have already been deducted from your account, it is not possible to stop payment. Likewise, if payment is made to a payee/merchant via check and the check has already been cashed by the payee/merchant, you may not stop payment.
2. If you order us to stop one of these preauthorized recurring payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages.
3. You understand that you may not place stop payment orders on any transfers originated by use of a card except for arrangements made with merchants or payees for recurring payments.

#### **Disclosure of right to receive notice of varying amounts**

If these regular payments may vary in amount, we or the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

### **Disclosure of 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 in accordance with the General Provisions section below, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer
- b. If the transfer will go over the credit limit on your overdraft line, if you have one
- c. If the transfer will exceed the limitations on your savings or money market account
- d. If the ATM where you are making the transfer does not have enough cash
- e. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
- f. If circumstances beyond our control (such as interruption of telephone service or telecommunications facilities, fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- g. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment
- h. If your operating system was not functioning properly
- i. If the transfer cannot be made because of legal restrictions affecting your account

### **Disclosure of account information to third parties**

We will disclose information to third parties about your account or the transfers you make under the following circumstances:

- a. Where it is necessary for completing transfers
- b. In order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution
- c. In order to comply with government agency or court orders, or investigations or examinations by our bank regulators
- d. In the investigation or prosecution of alleged fraudulent activity concerning your accounts
- e. If you give us your permission
- f. As you may have otherwise authorized in other agreements with us

### **In case of errors or questions about your Electronic Transfers**

Call the telephone number, write us or send an email to the address shown at the end of this disclosure statement 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 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (for verified unauthorized Non-PIN transactions, within five (5) business days), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days, (for PIN point-of-sale transactions and/or Non-PIN transactions up to 90 calendar days) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (for verified unauthorized Non-PIN transactions, within five (5) business days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account or we may reverse any credit previously made to your account. (NOTE: Please see the Special Rules for New Accounts and Special Rules for Foreign Initiated Transactions sections below for additional information.) We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any credits made and will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### *Special Rules for New Accounts:*

For errors involving new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error, and we may take up to 90 days to investigate your complaint or question.

#### *Special Rules for Foreign Initiated Transactions:*

For errors involving foreign initiated transactions (transfers initiated outside of the United States), we may take up to 90 days to investigate your complaint or question.



## General provisions

1. The signing of a signature card, your request for a card, the use of a card, the use of Online Banking services and/or the use of Online Banking through Quicken® shall mean that you agree to the content of this Agreement and to any modification thereof. Any such modification shall become effective and be binding 15 calendar days (or such later time if required by law) after notice of the modification is posted in our banking centers, or by such other method of notice as we may deem appropriate or as may be specifically required by applicable law.
2. If you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. Certain types of deposits, including but not limited to checks that are second endorsed or are not properly endorsed, cannot be accepted at our ATMs. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time.
3. Final credit of all transfers, deposits and payments made by you at an ATM is subject to verification by us of the actual amounts deposited and paid (including conversion rates for foreign currencies), notwithstanding the figure shown on the receipt you received at the time of deposit or payment. Funds from any deposits (cash or check) made by you at the ATM will be available to you pursuant to the terms and conditions of the Consumer Funds Availability Policy, which is included in your account information package. Where available, any bill payment made at an ATM shall be subject to verification of the amounts deposited for payment, and shall not be delivered to the payee until such verification is completed, which, along with the time necessary for transmittal of the payment to the merchant, may take up to three (3) business days.
4. Other loans made to you as a result of transactions by you at an ATM (such as an advance from your overdraft line of credit, if you have one) are repayable, together with all charges due on such advances or loans, as provided in the terms and conditions of your loan agreement, as it may be amended from time to time.
5. Your card may, but need not, be retained by any ATM or merchant in the following circumstances:
  - a. The PIN is wrong after repeated attempts.
  - b. Your card was reported lost or stolen.
  - c. Your card was closed for misuse.
  - d. All of your accounts have been closed.
  - e. Your card expired, was replaced or not used within a two-year time period.
  - f. The machine is not operating properly.
6. We may refuse to issue a card to you, or to reissue a card to you if you have previously had one. Each card issued by us remains our property, is not transferable and may be cancelled, revoked, or limited by us at any time without notice. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been cancelled or revoked it will be retained. For your protection, your card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.
7. No electronic fund transfer may be made and no transfer that you attempt to initiate will be completed if your card is damaged, has expired, has been cancelled or revoked or is retained for any reason, or if your account has been closed.

Upon receipt of a request for authorization of a transaction that you will make with your card, you authorize us to deduct the amount immediately from the available balance in your account. You agree that you may not place stop payment orders on any transaction originated by use of a card, except for arrangements made with payees and/or merchants for preauthorized recurring payments.
9. You may not be able to use your card to make withdrawals from or transfers between your accounts, or make deposits to your savings account in the following cases:
  - a. Your checking account is overdrawn.
  - b. You have reached, or your request would exceed, the withdrawal or transaction limits referred to above in the Disclosures of Your Rights and Obligations.
  - c. You exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your card.
10. We reserve the right at any time and without notice (except as may be required by the federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of your card or other electronic methods or to add new services.
11. To the extent applicable, the Account Agreement for Personal Checking, Savings and Money Market Accounts ("Account Agreement") with us also applies to any consumer electronic fund transfers made from or to your accounts by use of your card or other electronic method. This Agreement will control, however, in the event of any conflict between the Account Agreement and this Agreement.

12. We may, from time to time, limit the type, number and dollar amounts of any transfers made by use of a card, notwithstanding the amount in your accounts, and terminate or suspend the operation of any or all cards, ATMs or merchants, without notice unless otherwise required by law or regulation.
13. You agree to promptly notify us in the event your card is lost or stolen, or if you suspect any unauthorized use of your card. **YOU AGREE NEVER TO WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT IN PROXIMITY TO YOUR CARD.**
14. If you have contracted with us for automated bill payment services, please refer to the Online Banking Transfer Funds and PNC Payment Services, Online Bill Pay Services Agreement and/or Online Banking through Quicken® Agreement.
15. Where you have authorized any other person to use your card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.
16. The card that we have issued to you in connection with your personal checking or savings account, and is subject to the terms and conditions of this Agreement, may be used only for personal purposes, and may not be used for any business transfers. If any of the accounts used with your card are changed from personal to business purposes, you must notify us immediately and surrender your card.
17. You agree the card that we have issued to you will not be used for any illegal transfer(s).
18. This Agreement shall be governed by the laws and regulations of the United States of America and, to the extent that state law applies, the laws of the state where our principal office is located.

*Basic Safety Precautions for ATM Use*

1. Be alert to your surroundings, and do not use any ATM if circumstances cause you to have concern for your safety.
2. After entering, close the entry door of any ATM facility equipped with a door.
3. Place cash withdrawn from an ATM securely upon your person before exiting any ATM facility.
4. Direct complaints concerning ATM security to PNC Bank using the telephone number shown at the end of this disclosure statement.

**How to notify us in case of errors or questions about your Electronic Transfers**

1. For PIN and Non-PIN transactions, ATM transactions and/or banking machine disputes and electronic check conversions:  
 Call us: 1-888-PNC-BANK (1-888-762-2265)\* or 1-800-531-1648 (TT)  
 Write us: PNC Bank Debit Card Services  
 500 First Avenue, 4th Floor  
 Mailstop: P7-PFSC-04-M  
 Pittsburgh, Pennsylvania 15219
2. For Online Banking services and/or Online Banking through Quicken® disputes:  
 Call us: 1-888-PNC-BANK (1-888-762-2265) or 1-800-531-1648 (TT)  
 Email us: service2@pncbank.com  
 Write us: PNC Bank Debit Card Services  
 500 First Avenue, 4th Floor  
 Mailstop: P7-PFSC-04-M  
 Pittsburgh, Pennsylvania 15219
3. For ACH transaction disputes:  
 Call us: 1-888-PNC-BANK (1-888-762-2265) or 1-800-531-1648 (TT)

**If your card is lost or stolen, notify us immediately by calling 1-888-PNC-BANK (1-888-762-2265).**

## OVERDRAFT PROTECTION AGREEMENT

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Overdraft Protection: This Agreement provides the terms and conditions of the PNC Bank Overdraft Protection service. Please read this Agreement and keep it with your important account information.

If you have a Virtual Wallet product and you have Spend, Reserve, and Growth accounts, your Spend account will automatically have Overdraft Protection and the Reserve and Growth accounts will serve as the first and second PROTECTING ACCOUNTS, respectively, for the Spend account. If you have a Virtual Wallet product with a Spend account only, your Spend account will not have Overdraft Protection automatically and you will need to set up another eligible PNC account as a PROTECTING ACCOUNT. Please read this Agreement and keep it with your important account information.

1. I/we, have designated certain of my/our account(s) as PROTECTING ACCOUNT(S) for the purpose of adding overdraft protection service and have authorized PNC Bank to apply this service to my/our designated PROTECTED ACCOUNT. If PNC has determined that sufficient funds are not available in the PROTECTED ACCOUNT to cover account withdrawals, PNC Bank will automatically transfer funds or credit from the PROTECTING ACCOUNT(S) as follows:
  - A. If there are sufficient funds to cover some but not all of my/our overdrafts, PNC Bank will exercise its discretion (i) in paying some but not all of the items and (ii) to pay items drawn on the PROTECTED ACCOUNT in any order convenient to PNC Bank.

PNC Bank's general practice is to first add deposits (credits) to my/our Account, and then subtract withdrawals (debits) from my/our Account. Transactions are ordered according to the date and time the bank receives notice of the transaction. PNC Bank receives notice of transactions at various times throughout the day, and not necessarily in the order in which they occur. If multiple transactions are received at the same time, or are grouped together and contain no time, then the items will be processed in order of sequence number or, if no sequence number is available, largest-to-smallest dollar amount. If PNC Bank does not have information that allows it to determine the exact time notice of a transaction was received, PNC Bank may assign an approximated time to that transaction.

Debit card purchases will be posted according to the date and time provided by the merchant. Because processing times vary, the time PNC Bank receives notice of a transaction may differ from the time shown on a receipt.

The order of payment may affect the total number of items paid and/or returned and/or the amount of overdraft fees and returned item fees (NSF) charged.
  - B. At such time or times that PNC Bank determines that the PROTECTED ACCOUNT has insufficient funds, PNC Bank will transfer to the PROTECTED ACCOUNT an amount sufficient to pay all items creating the insufficient balance first from funds or credit available in the first designated PROTECTING ACCOUNT, and, if an overdraft still exists, from funds or credit available in the second PROTECTING ACCOUNT, if a second PROTECTING ACCOUNT has been designated. If the PROTECTING ACCOUNT is a line of credit or credit card account, the amount transferred will be rounded upward to the next whole dollar. In rare circumstances, the amount transferred may overdraw the PROTECTING ACCOUNT if transactions are posted to the PROTECTING ACCOUNT after the transfer amount has been determined.
  - C. For Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend and Virtual Wallet with Performance Select and Virtual Wallet Checking Pro customers with overdraft transfers from the Reserve or Growth account (if you have one), the automatic transfer amount of the Overdraft in the Spend account. (Account availability may vary by location.) For overdraft transfers from a PNC Visa or Line of Credit, the minimum transfer will be \$50.00.
  - D. This is not an extension of credit. If the PROTECTING ACCOUNT is a deposit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if such a transfer will exceed the funds available in the deposit account. If the PROTECTING ACCOUNT is a credit card account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the credit card account is in default, if your right to use the credit card account is closed or suspended, or if the transfer would exceed the credit card account's cash advance limit. If the PROTECTING ACCOUNT is a line of credit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will cause the balance on the line

of credit account to exceed the Maximum Credit. PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will in any way violate the terms of the agreement(s) which governs the PROTECTING ACCOUNT(S). Finally, a scheduled transfer between PNC accounts will not be processed if the account (checking, savings, or money market) from which the funds are being transferred does not have sufficient funds, even if that account is set up with overdraft protection.

- E. Balances for all types of PROTECTING ACCOUNTS are available for nightly processing of items, for transactions process by branch tellers, and for point of sale or ATM online authorizations.
  - F. I/we may from time to time contact PNC Bank to request a modification of this agreement by adding or substituting a different account as PROTECTING ACCOUNT 1 or 2. PNC Bank reserves the right to accept such modification of this Agreement or to require that a new Agreement be executed.
2. I/we understand that if any PROTECTING ACCOUNT is a line of credit or credit card account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the line of credit agreement or credit card agreement, as applicable, including all rules, fees and other disclosures made with the agreement as well as any applicable fees set forth in PNC Bank's Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees. Any items from the PROTECTED ACCOUNT, which are returned, will be subject to PNC Bank's regular returned item fee (NSF) charge. If the PROTECTING ACCOUNT is a credit card account, this credit card may be a PNC-branded card issued by a third party card issuer, and I authorize PNC Bank and such issuer to share information necessary to process my overdraft protection transactions and administer this overdraft service. I authorize PNC Bank to
- update the credit card account number for my PROTECTING ACCOUNT if such issuer provides PNC Bank with a new credit card account number for me/us.
3. I/we understand that if any PROTECTING ACCOUNT is a checking, savings or money market deposit account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the applicable Account Agreement for Personal Checking, Savings and Money Market Accounts, or Account Agreement for Your Virtual Wallet, and PNC Bank's Consumer Schedule of Service Charges and Fees, or Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees, as applicable, together with any other disclosures provided in connection with the account. I/we understand that transfers made from any checking, savings or money market deposit account will count towards any applicable transaction limitations set forth in the Account Agreement for Personal Checking, Savings and Money Market Accounts, or Account Agreement for Your Virtual Wallet, including limitations on preauthorized transfers, which are limited by federal regulations to preauthorized transfers (including telephone and automatic transfers) each statement period. Any items from the PROTECTED ACCOUNT, which are returned, will be subject to PNC Bank's regular returned item fee (NSF) charge.
4. This authorization may be modified and/or terminated at any time by PNC Bank upon notice to me/us, and I/we understand that it will terminate automatically without notice if all PROTECTING ACCOUNTS are closed. If any PROTECTING ACCOUNT is a Home Equity Line of Credit account, then this authorization with respect to such account may not be terminated by PNC Bank except in accordance with my/our Home Equity Line of Credit account agreement.



### For more information

- > Stop by your local PNC Bank branch
- > Call 1-888-PNC-BANK (1-888-762-2265)
- > Visit [pncvirtualwallet.com](http://pncvirtualwallet.com)

Para servicio en español, 1-866-HOLA-PNC (1-866-465-2765)



TT: 1-800-531-1648

1-888-PNC-BANK (1-888-762-2265)  
[pnc.com](http://pnc.com)

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FACTS	WHAT DOES PNC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and account transactions</li> <li>• Credit scores and payment history</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons PNC chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does PNC share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), conduct portfolio analysis, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1-800-762-2118 — our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://www.pnc.com/privacy">www.pnc.com/privacy</a> (Online Banking customers only)</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 1-800-762-2118

Who we are	
Who is providing this notice?	PNC Bank, National Association; PNC Investments, LLC; PNC Capital Advisors, LLC; PNC Capital Markets, LLC; Harris Williams, LLC; PNC Delaware Trust Company; PNC Ohio Trust Company
What we do	
How does PNC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Additionally, PNC requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.
How does PNC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>open an account or deposit money</li> <li>pay your bills or apply for a loan</li> <li>use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>Our affiliates include companies with the PNC name, and financial companies such as Harris Williams, LLC.</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>PNC does not share with non-affiliates so they can market to you.</i></li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li><i>Our joint marketing partners include mortgage and lending companies, insurance companies, and other companies that provide financial products and services.</i></li> </ul>
Other important information	
<p><b>All statements to Federal Law mentioned above reference U.S. Federal Law. California and Vermont:</b> If your account has a California or Vermont billing address, we will automatically limit sharing your information with affiliates and non-affiliates or for joint marketing with other financial companies. <b>Nevada Residents Only:</b> This notice is provided to you pursuant to state law. To stop marketing calls from us follow the directions in the section "To limit our sharing" to be placed on the PNC do not call list. Nevada law requires that we also provide you with the following contact information: Office of the Nevada Attorney General, Grant Sawyer Building, 555 E. Washington Ave., Ste 3900, Las Vegas, NV 89101; telephone: 1-888-434-9989; email: <a href="mailto:aginfo@ag.nv.gov">aginfo@ag.nv.gov</a>. PNC Information Sharing Options, P.O. Box 96066, Pittsburgh, PA 15226; telephone: 1-888-762-2265; email: <a href="mailto:service1@pnc.com">service1@pnc.com</a>. <b>Important information about phone calls, texts, prerecorded and email messages:</b> If, at any time, you provide to PNC Bank, its affiliates or designees (PNC) contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any PNC personal account(s) and business account(s) (for which you are an authorized signer, guarantor or designated contact person) but not to market to you. For any type of phone calls with PNC, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC.</p>	