

# Money Account Cardholder Terms and Conditions

Effective 12/1/20

1. Money Account Card	1
2. Ownership of Joint Funds	1
3. Adding Value to the Card	1
4. Direct Deposits	1
5. Availability of Funds	1
6. Using your Card	1
7. Accessing the Underlying Account	1
8. Authorization Holds	1
9. Refunds for Purchases	2
10. Daily Limits on Transactions	2
11. Overdrafts	2
12. Card and PIN Security	2
13. Fees	2
14. Foreign Currency Transactions	2
15. Statements	2
16. Lost or Stolen Card/PIN	2
17. In Case of Errors or Questions About Your Transactions	2
18. Zero Liability Policy For Card Purchases and ATM Transactions	3
19. Your Liability For Unauthorized Transactions	3
20. Our Liability/Limitations	3
21. Preauthorized Transfers/Payments	4
22. Confidentiality	4
23. Business Days	4
24. Assignment	4
25. Severability	4
26. Waiver	4
27. Governing Law	4
28. Legal Process	4
29. Change in Terms	4
30. Cancellation of Card/Termination of Agreement	4
31. Card Expiration; Renewal	4
32. Inactive Cards; Unclaimed Property	4
33. Arbitration	5 & 6
34. Jury Trial Waiver	4
35. Litigation Class Action Waiver	4
36. Notice of Safety Precautions	6
37. Important Information About Our Identification Procedures	6
38. Entire Agreement	6

This agreement ("Agreement") describes the terms and conditions under which you, the cardholder(s), may use the Truist Money Account Card ("Card"). The Card is issued by Truist Bank (the "Bank", "we" or "us"). By accepting the Card and using the Card, you agree to abide by this Agreement. The Card is a Prepaid Visa® branded debit card issued by the Bank.

**YOU CANNOT USE THE CARD TO PERFORM TRANSACTIONS UNTIL YOU ACTIVATE THE CARD AND SELECT A PERSONAL IDENTIFICATION NUMBER ("PIN").**

**1. MONEY ACCOUNT CARD.** The Bank maintains an account established for the benefit of Money Account prepaid cardholders. There is no separate deposit account established in your name for you at the Bank. You may not obtain or write checks on the account, initiate ACH debits nor make any deposits, withdrawals, or any other transactions with the Card or on the account except as described in this Agreement. You may not assign or resell the Card. The funds maintained in the account are FDIC insured. The Bank does not pay interest to you.

**2. OWNERSHIP OF JOINT FUNDS.** If you requested a joint Card account, then the funds loaded on the Card are owned jointly with right of survivorship by you and the other joint owner. Each joint owner has an equal and undivided interest in all the funds loaded on the Card regardless of who loaded the funds. Upon the death of a joint owner, the surviving joint owner shall be entitled to all funds remaining on the Card. Each joint owner appoints the other as his or her agent to withdraw all of the underlying funds and conduct any business with the Card including closing the Card account. We will issue one Card per joint owner and each joint owner shall be governed by this Agreement.

**3. ADDING VALUE TO THE CARD.** You may add ("load") value to your Card by any of the following methods: (i) depositing cash or, subject to restrictions, a check at a branch of the Bank; (ii) making a transfer from another Bank account; (iii) through any Visa ReadyLink participating retail location in accordance with the instructions provided with the Card; (iv) by direct deposit from your employer, and (v) other methods that may be available from time to time through a third party provider. You may not make deposits to the Card at ATMs. We may increase or decrease limits at any time in our sole discretion. Some retailers may charge a fee to load value to the Card. You may refer to Visa.com for more information on using Visa ReadyLink.

**4. DIRECT DEPOSITS.** You may arrange to have funds transferred directly to your Card by your employer or other appropriate payor. To enroll, you will need to provide your employer or payor with the direct deposit enrollment form provided to you when you applied for the Card or also available by logging into your online account at [Truist.com](https://www.truist.com). Funds from electronic direct transfer will generally be available on the day the Bank receives the transfer. You can visit [Truist.com](https://www.truist.com) or call Truist Cardholder Services at 877-762-9931 to find out whether or not the transfer has been made. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed beyond the first day after the Bank receives the transfer. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to accept, reject, or limit transfers via direct deposit in our sole discretion. You may cancel the direct transfer authorization at any time by sending a written notice to your employer and providing your employer and the Bank sufficient time to act upon the notice. Your employer may terminate this method of payment, with or without cause, at any time.

**5. AVAILABILITY OF FUNDS.** We will make funds available to you and you will be able to access those funds with the Card on the same day that we receive funds for deposit. If the day on which we receive the funds is not a Business Day for us, the funds will be available to you on the next Business Day.

**6. USING YOUR CARD.** You can use the Card to: (a) obtain cash at ATMs and at branches of financial institutions; (b) purchase goods and services, including Internet purchases, at merchants that participate in the Visa system; and (c) pay bills. You may not use the Card to conduct illegal transactions, such as, but not limited to, gambling, or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (i) the amount of the transaction exceeds the available balance on the Card; (ii) the Card is reported lost or stolen; (iii) we are uncertain whether the transaction is authorized by you; or (iv) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity, including without limitation gaming, gambling, lottery, or similar activities. We may temporarily suspend the Card and attempt to contact you if we note transactions that are unusual or appear suspicious. Your card will remain in a suspended status until you respond to our attempts to contact you and clear any concerns related to the unusual or suspicious transactions.

**7. ACCESSING THE UNDERLYING ACCOUNT.** All purchases and payments must be initiated using the Card. An attempt by you to access the Card's underlying account through the use of checks, ACH debits, or other non-Card methods is prohibited. If we detect such a transaction, we will block it.

**8. AUTHORIZATION HOLDS.** When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its value. When you use your Card at an ATM or for a teller cash advance transaction, we will authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on the funds for the amount indicated by the merchant. For most transactions, the hold will be released within four days. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause a hold on your available balance for up to 30 days. Until the merchant finally settles the transaction, any funds subject to a hold will not be available to you for other purposes. We will release the hold when the transaction finally settles, or within a few days after if the merchant does not provide sufficient information to match the transaction to its corresponding hold.

**9. REFUNDS FOR PURCHASES.** No cash refunds will be made to you by the Bank on Card purchases. Any claim or dispute regarding goods or services purchased with the Card must be directed to the merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected in your transaction history. You may not stop payment on Card purchases.

**10. DAILY LIMITS ON TRANSACTIONS.** You may use the Card to withdraw up to the lesser of your available balance or \$500 per day at an ATM. You may use the Card to make purchases up to the lesser of your available balance or \$3,000 per day. Bill payments made through Truist Online Banking are included in and subject to this \$3,000 per day purchase limit. You may use the Card to obtain cash back at a merchant's point of sale terminal (subject to the merchant's limits) up to the lesser of your available balance or \$3,000 per day. You may obtain cash by performing a cash advance transaction at any participating Visa bank up to the lesser of your available balance or \$3,000 per day.

**11. OVERDRAFTS.** You may not use the Card to perform transaction(s) that exceed your available funds on the Card. There is no credit line associated with the Card. Transaction(s) in excess of the available balance will ordinarily be declined by the Bank and/or the merchant. If, however, the Bank settles such transaction(s), you remain responsible for the transaction(s) and agree to repay us the amount of any transaction(s) that exceed the available balance without further demand by us. At our option, we may deduct the amount due from you from the Card balance, now or in the future. We may also deduct the amount from any other account you may own at the Bank or any other prepaid card issued to you by the Bank.

**12. CARD AND PIN SECURITY.** You agree not to give or otherwise make the Card or PIN available to others. For security reasons, you agree not to write your PIN on the Card or keep it in the same location as the Card. You are responsible for all transactions made by you and any person you authorize or permit to use the Card or PIN. The Card is the Bank's property and must be returned to us upon request. If you authorize someone to use the Card or PIN, you are responsible for all transactions made with the Card or PIN until you notify us that such transactions are no longer authorized.

**13. FEES.** You agree to pay the fees and charges listed on the Fee Schedule accompanying the Card, which is incorporated by reference. Fees are deducted from the Card balance. Please visit [Truist.com](https://www.truist.com) for the Money Account fee schedule.

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

**15. STATEMENTS.** Statements are available in electronic form and can be accessed through your online account at [Truist.com](https://www.truist.com). Your statement will be available within 24 hours after the statement cut-off date. You may view, print, and download your current statement and up to 24 months of statement history. Paper statements are only available upon request and will be sent for the previous or current statement cycle. You may request copies of paper statements for up to 24 months of previous statement history. You may request your paper statement by calling 877-762-9931, or by writing us at Truist Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235. Fees may apply when calling Truist Cardholder Services or requesting a paper statement. Any applicable fee will be reflected in the fee schedule.

You may get information about the available balance on the Card by the following methods: (i) on the receipt when you perform an ATM transaction or make a purchase at certain merchants; (ii) by performing a balance inquiry at ATMs; (iii) by calling the Customer Service Center at 877-762-9931; (iv) online at [Truist.com](https://www.truist.com); (v) visiting a branch, or (vi) via BB&T Mobile Banking at [Truist.com](https://www.truist.com).

**16. LOST OR STOLEN CARD/PIN.** If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your available funds without your permission, call us at 877-762-9931, or write to us at, Truist Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235, or fax us at 954-377-0072.

**17. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** Call Truist Cardholder Services at 877-762-9931, or write us at Truist Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235 as soon as you can, if you think an error has occurred in the Card account. You must report an error within one hundred twenty (120) days after the alleged erroneous transaction was debited or credited to the Card account. You may request a written history of your transactions at any time by calling us at 877-762-9931 or writing to us at Truist Cardholder Services, P.O. Box 7235, Sioux Falls, SD 57117-7235. Fees may apply when calling Truist Cardholder Services or requesting a paper statement. Any applicable fee will be reflected in the fee schedule. You will need to tell us: (1) Your name and Card number; (2) Why you believe there is an error, and the dollar amount involved; (3) Approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days after you make the oral complaint. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit the Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that 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 ten (10) business days, we may not credit your Card. For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution process, call us at the number set forth in the preceding section.

**18. ZERO LIABILITY POLICY FOR CARD PURCHASES AND ATM TRANSACTIONS.** You may have no liability for unauthorized Card purchases and ATM Transactions, subject to the following terms and conditions:

- a. Our zero liability policies apply only to unauthorized purchases and ATM Transactions using your Card or Card number. Any claims of unauthorized transactions that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by Paragraph 20 below. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically reexamine your claim in accordance with Paragraph 20 below.
- b. Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your Card or Card number within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than the time periods specified in Paragraph 20 below.
- c. "Unauthorized" Defined – A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority, or (ii) for any other reason Bank concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.

**19. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** You are responsible for all authorized uses of the Card. Except as set forth below, you will not be responsible for an unauthorized use of the Card. An "unauthorized" use is a withdrawal or transaction initiated by someone other than you without your express or implicit authorization and you receive no benefit from the transaction. We may refuse to reimburse you for a transaction you assert is unauthorized if: (1) you give the Card, Card number, and/or PIN to another person whom you expressly or implicitly authorize to use the Card, even if that person withdraws or purchases more than you authorized; or (2) we conclude that the facts do not reasonably support a claim of unauthorized use. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money associated with your Card. Liability for unauthorized purchases: If the Card is used to make unauthorized purchases through the Visa network, your liability for unauthorized transactions will be \$0 except in the following cases: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; (iii) we determine that the transaction was not "unauthorized" as defined above; or (iv) you fail to report the loss, theft, or unauthorized use of the Card or PIN within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than one hundred twenty (120) days after the alleged unauthorized transaction was debited to the Card account. Liability for all other unauthorized transactions: If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of the Card, PIN, or of the unauthorized transaction, and we can prove that we could have stopped someone from making the transaction without your permission if you had told us, you could lose as much as \$500. Also, if the written transaction history provided to you shows transfers that you did not make, tell us at once. If you do not tell us within one hundred twenty (120) days after the alleged unauthorized transaction was debited to the Card account, you may not get back any money you lost after the one hundred twenty (120) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**20. OUR LIABILITY/LIMITATIONS.** If we do not complete an electronic fund transfer on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. WE WILL NOT BE LIABLE, FOR INSTANCE, IF:

- Through no fault of ours, the available balance on the Card is insufficient to perform the transaction together with applicable fees;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- Your employer has delayed or failed to provide the funds, or has not authorized us to make the necessary funds available through the Card;

- The funds available through the Card are subject to legal process or are otherwise not available for withdrawal; or
- The transaction cannot be completed because the Card is damaged.
- The ATM you are using does not have enough cash.

## **21. PREAUTHORIZED TRANSFERS/PAYMENTS.**

### a. Right to Stop Payment and Procedure for Doing So.

- If you have preauthorized regular payments to be made from the Card, you can request to stop these payments. Here's how: You may call (877) 762-9331 or write to us at Truist Cardholder Services, PO Box 7235, Sioux Falls, SD 57117-7235, in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call.
- If any of that information is inaccurate or changes (e.g., if you give Truist the wrong transaction information, if the item presented for payment does not include the exact amount or company name provided, or if the amount or name of the person to whom the item is payable changes), Truist may pay the item.

### b. Liability for Failure to Stop Payment of Preauthorized Transfer.

- If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we have not made a reasonable attempt to act upon the request, we will be liable for your actual losses or damages

**22. CONFIDENTIALITY.** Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; (vi) to your employer or other payors authorized to make direct deposits to the Card; and (vii) as stated in our Consumer Privacy Notice located at Truist.com.

**23. BUSINESS DAYS.** Our business days are Monday through Friday, excluding bank and/or federal holidays.

**24. ASSIGNMENT.** You may not assign your rights or obligations in connection with this Agreement, the funds available to you through the Card, or the Card itself to others. We may assign our rights and obligations under this Agreement to others without prior notice to you or your consent.

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

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

**27. GOVERNING LAW.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where your account is located. The Bank determines where your account is located as follows:

- a. If you opened your account in person, it is located in the state where you opened it;
- b. If you opened your account by telephone, mail, online or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state;
- c. But if you resided anywhere other than a state where the Bank has a branch office, your account is located in North Carolina and the applicable state law will be North Carolina.

If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. Additionally, the account is subject to the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and the Federal Reserve and clearing house rules and procedures in effect from time to time. In the event no party elects to arbitrate a Claim, you and the Bank agree that any lawsuit or other such proceedings arising from or relation to a Claim (other than small claims, as provided in the arbitration provision of this Agreement) shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.

**28. LEGAL PROCESS.** You acknowledge and agree that because the Bank has offices in multiple states, if any legal process is served upon the Bank, we may honor such service and charge your account, regardless of jurisdiction or where or how served. You agree that we may accept any legal process we believe to be valid without any liability to you and that we may, in our discretion, waive such service and accept legal process by mail, electronic mail, facsimile or other means. If we receive any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control, we may suspend payment or comply with the terms of the order or similar process on any account that we believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertency or error due to the similarity of names of Depositors or other mistakes. If your account is attached, garnished, or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we pay or freeze because of such attachment, garnishment, or other levy, even if paying or freezing the money from your account leaves non-sufficient funds to pay a check you have written. After receiving legal process, we may freeze or remove the funds at issue from your account and you agree that we are not required to pay interest on such funds. If we incur any expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process in which we are not a named party that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any attachment, garnishment or other levy against your account is subject to the Bank's right of offset and security interest. The Bank's fees for garnishment, levy, or other attachment against your account are due when the garnishment, levy or other process is issued, and the Bank may offset these fees

from your account prior to honoring any garnishment, levy, or other attachment. You agree that the Bank will not be liable for any hold or freeze placed on your account, including any items returned unpaid because of such a hold or freeze, even if some or all of the funds in the account are exempt from garnishment, levy, or other attachment. All funds held in a joint account can be used to satisfy any legal process against you or your account notwithstanding any claim or assertion of actual ownership of the funds in the account.

**29. CHANGE IN TERMS.** We may change (add to, delete or amend) this Agreement at any time without advance notice, as allowable under the law.

**30. CANCELLATION OF CARD/TERMINATION OF AGREEMENT.** We may suspend or terminate your use of the Card and terminate this Agreement with or without cause at any time without advance notice. We may terminate your use of the Card and this service immediately if: (a) you breach this Agreement or any other agreement with us; (b) we have reason to believe that there has been or may be an unauthorized use of the Card or PIN; or (c) there are conflicting claims to your funds. You may terminate your use of the Card and this Agreement at any time by providing us with prior written notice. If you receive your pay by direct deposit to the Card, you should notify your employer of the termination and make other arrangements to receive future payments from your employer. We will refund any remaining balance on the Card after deducting all fees and any outstanding transactions by sending the balance to the address in our records.

**31. CARD EXPIRATION; RENEWAL.** Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, the transactions may not be processed. The Card is good for at least one year from the date of first activation. If there is a balance remaining on the Card upon expiration and your Card is in good standing, the renewal card will be sent around 30 days from card expiration date. If we do not choose to issue a new Card to you or if we cancel your Card privileges for any reason, you can liquidate any remaining funds by visiting a Truist financial center. Any fees or charges owed to us must be collected before liquidating and closing your Card.

**32. INACTIVE CARDS; UNCLAIMED PROPERTY.** If your Card has a zero or negative balance, we may, at our option, cancel your Card without notice. We may assess a monthly maintenance fee for the life of the Card. If we have no record of Card activity for several years, applicable law may require us to report the balance on the Card as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property, according to applicable state law.

### **33. ARBITRATION**

#### **MUTUAL ARBITRATION AGREEMENT**

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, 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 in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Upon election by either party, the Parties mutually agree to resolve any and all disputes between them exclusively through final, binding, and individual arbitration instead of filing a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

**Claims Subject to Arbitration.** A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present, or future, which arises out of or relates to the account, this Bank Services Agreement, any transaction conducted with us in connection with the account or this Bank Services Agreement, or our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, mass, collective, or representative) binding arbitration in accordance with the terms specified in this Mutual Arbitration Agreement.

**Special Definition of "We," "Us," "Our," and "Parties."** Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Bank Services Agreement, also refer to Truist Bank's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You assert a Claim against such third parties in connection with a Claim You assert against us.

**Excluded Claim or Proceeding.** Notwithstanding the foregoing, "Claim" does not include any dispute regarding (1) any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, (2) the exercising of any self-help rights, including set-off as described in the Bank Services Agreement section titled "Right of Set-off" or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement.

**Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA

even in the event You and/or Truist are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. The Parties expressly intend for the FAA to govern the interpretation and enforcement of this Mutual Arbitration Agreement, and all arbitration proceedings pursuant thereto, even in the event that the FAA is determined not to apply. The Parties hereby incorporate by reference the FAA, and its rules and procedures, into this Mutual Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

**Class, Mass, Collective, and/or Representative Action Waiver.** The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claims will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, by entering into this Mutual Arbitration Agreement, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, mass, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, mass, collective, and/or representative action, or to award relief to anyone but the individual in arbitration. This Class, Mass, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a class-wide settlement of claims, to the extent You or we do not exercise a right to opt out of such settlement.

#### **Arbitration Procedures**

a) Either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator, within the applicable statute of limitations period, and the demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the account number of any account at issue; (3) a statement of the legal claims being asserted and the factual bases of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must also serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: General Counsel-Arbitration Election, 214 N. Tyron St. Mail Code: 500-93-43-13, Charlotte, NC 28202, and our notice must be sent to the most recent address for You in our files.

b) As part of the Parties' agreement to resolve Claims by individual arbitration, You agree not to have Your arbitration demand filed or prosecuted by a law firm or collection of law firms that has filed more than 25 arbitration demands of a substantially similar nature against Truist within 180 days of Your arbitration demand, if the law firm or collective of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. All arbitration demands must be filed, administered, arbitrated, and resolved in an individual manner.

c) Any arbitration hearing that You attend must take place in a venue reasonably convenient to You. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [jamsadr.com](http://jamsadr.com), 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it fails to abide by the terms of this Mutual Arbitration Agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures.

e) In addition to all other requirements in this agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, such as court reporter costs and transcript fees; but if an arbitrator determines that its rules or applicable law requires that Your share of fees and other costs be capped at a certain amount, such as the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration, then You will only be responsible for that maximum amount permitted by rule or law Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator and room rental; (2) If a party timely serves an offer of judgment under Federal Rule of Civil Procedure 68, and the judgment that the other party finally obtains is not more favorable than the unaccepted offer, then the other party shall pay the costs of the party serving the offer of judgment, including filing fees, incurred after the offer was made; (3) Both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator, or individual arbitrator, relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into

consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (5) Except as provided in the Class, Mass, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, including but not limited to the imposition of sanctions under the Federal Rules of Civil Procedure, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (6) The arbitrator may hear motions to dismiss and/or motions for summary judgment. Any motion to dismiss and/or motion for summary judgment shall be governed by the standards of the Federal Rules of Civil Procedure governing such motions; (7) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (8) Any finding that a claim or counterclaim was filed for purposes of harassment or is frivolous shall entitle the other party to recover its, his, or her attorneys' fees, costs, and expenses; (9) Either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (10) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations; and (11) No arbitrator shall have the power to conduct arbitrations on any basis other than an individual basis. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be appointed by the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with this Bank Services Agreement and the FAA, that would apply if the matter had been brought in court. The arbitrator will have the authority to award expert witness and attorneys' fees and costs to the extent permitted by either this Bank Services Agreement, the administrator's rules or applicable law. A judgment on the award may be entered by any court having jurisdiction.

g) Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Agreement, including without limitation any dispute concerning arbitrability. However, the preceding clause shall not apply to any dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of that Waiver has occurred—which must proceed in a court of competent jurisdiction and cannot be heard or arbitrated by an arbitrator. Moreover, all disputes relating to or arising out of the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; and arbitration shall automatically be stayed pending the outcome of that proceeding in court. In addition, all disputes regarding the sufficiency or timeliness of arbitration demands shall be decided by an individual arbitrator rather than an arbitration administrator. The Parties agree that any and all due dates for arbitration fees shall be tolled while the Parties resolve a dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver, and/or the payment of arbitration fees.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive the closing of Your account and the termination of any relationship between us, including the termination of this Bank Services Agreement. In the event any portion of this Mutual Arbitration Agreement is found unenforceable by the arbitrator or the court, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. In any case in which (1) the dispute is filed as a class, collective, mass, or representative action, and (2) there is a final judicial determination that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is invalid or unenforceable, the portion of such action that is thereafter no longer covered by the Class, Mass, Collective, and/or Representative Action Waiver must be litigated in a civil court of competent jurisdiction, but the portion of the Class, Mass, Collective, and/or Representative Action Waiver that remains valid and enforceable shall be enforced in arbitration. The parties acknowledge and agree that under no circumstances will a class, mass, collective, or representative action be arbitrated; and if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class, Mass, Collective, and/or Representative Action Waiver" or elsewhere in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated. Notwithstanding the foregoing, if the Class, Mass, Collective, and/or Representative Action Waiver is finally adjudged to be void, voidable, or otherwise unenforceable in its entirety, this Mutual Arbitration Agreement is void in its entirety. If, notwithstanding this provision, this Mutual Arbitration Agreement is adjudged to be unenforceable in its entirety, the Parties intend in all events that all prior arbitration agreements between them remain enforceable.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only



as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect Your standing with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of Your receipt of this Mutual Arbitration Agreement, unless on such date You were bound by an existing arbitration agreement with Truist, in which case that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

#### **34. JURY TRIAL WAIVER**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

#### **35. LITIGATION CLASS ACTION WAIVER**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

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

**37. IMPORTANT INFORMATION ABOUT OUR IDENTIFICATION PROCEDURES.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. When you open an account, or when you are added to an existing account, we will ask for your name, permanent physical street address, social security number or TIN, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, state ID, passport, or other primary identification documents. If you are a nonresident alien, we will record your passport number, the name of the country that issued the passport and your foreign address. We will accept a post office box only as a mailing address. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. You agree to assist the Bank in gathering information to meet any bank reporting requirements. You further agree to notify us immediately if there are any changes to the information you have provided us so we maintain the currency and accuracy of this information. If at any time we determine that the information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

**38. ENTIRE AGREEMENT.** This Agreement and the Fee Schedule constitute the entire agreement between you and the Bank with respect to your use of the Card and supersedes any prior oral or written agreements with respect to the subject matter contained herein.

Truist Bank, Member FDIC.

© 2021 Truist Financial Corporation. Truist, the Truist logo, and Truist Purple are service marks of Truist Financial Corporation.

