

## AGREEMENT AND FEE SCHEDULE

This PNC *SmartAccess*® Agreement has three sections:

1. Summary of Fees that are applicable to your Card
2. Schedule of Fees
3. Terms and Conditions

### PNC *SmartAccess*® Prepaid Visa® Card

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$5.00*</b>	<b>\$0</b>	<b>\$0</b> in-network <b>\$3.00</b> out-of-network	<b>\$4.95**</b>
ATM balance inquiry (in-network or out-of-network)			\$0 or \$3.00
Customer Service (automated or live agent)			\$0
Inactivity			\$0
<b>We charge 7 other types of fees.</b>			
*The monthly fee is waived for primary cardholders who are employed at PNC.			
**This fee can be lower depending on how and where this card is used.			
<b>No overdraft/credit feature.</b>			
Your funds are eligible for FDIC insurance. Your funds are insured up to \$250,000 by the FDIC in the event PNC fails. See <a href="http://fdic.gov/deposit/deposits/prepaid.html">fdic.gov/deposit/deposits/prepaid.html</a> for details.			
For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> .			
Find details and conditions for all fees and services by visiting <b><a href="http://pnc.com/smartaccess">pnc.com/smartaccess</a></b> or calling <b>866-304-2818</b> .			

**Schedule of Fees**  
**PNC SmartAccess® Prepaid Visa® Card**



Effective December 13, 2020

All fees	Amount	Details
<b>Opening and Usage</b>		
Card Opening	\$0	
Monthly Fee	\$5.00	Primary cardholders only. This fee is assessed upon activation of your initial card or upon ordering a replacement card and then each month thereafter. The monthly fee is waived for primary cardholders who are employed at PNC.
Per Purchase Fee	\$0	Signature, PIN or PIN with cash back
Reload Funds (via PNC)	\$0	Via PNC Branch, PNC ATM, and Direct Deposit
Cash Reload (via Visa ReadyLink merchants)	\$4.95	Service charge may be assessed by the Visa ReadyLink merchant. This fee may vary by merchant.
Secondary Card	\$0	
<b>Online Banking and Telephone Banking</b>		
Balance Inquiry	\$0	Via Online or Automated Phone
Text and Email Alerts	\$0	Your wireless carrier may charge you standard text message rates.
<b>ATM and Card Transactions</b>		
In-Network (PNC ATMs) ATM Withdrawal Fee or ATM Balance Inquiry Fee	\$0	Per withdrawal or balance inquiry at PNC Bank ATMs
Out-of-Network (Non-PNC ATMs) ATM Withdrawal Fee or ATM Balance Inquiry Fee	\$3.00	Per withdrawal or balance inquiry at non-PNC ATMs in the United States, Canada, Puerto Rico and U.S. Virgin Islands. When you use a non-PNC ATM, you may also be charged a fee by the ATM operator.
International ATM Withdrawal Fee	\$5.00	Per withdrawal at non-PNC ATMs in all other countries. In addition, you may also be charged a fee by the ATM operator.
International ATM Balance Inquiry Fee	\$5.00	Per balance inquiry at non-PNC ATMs in all other countries. In addition, you may also be charged a fee by the ATM operator.
Teller Withdrawal (PNC Branch)	\$0	
Teller Withdrawal (Non-PNC Branch)	\$0	Additional charges may be assessed by the other financial institution.
Foreign Transaction Fee	3%	Fee calculated on the U.S. dollar amount of each international transaction.
<b>Other Card Charges and Services</b>		
Online Statements	\$0	Via <a href="http://pnc.com/smartaccess">pnc.com/smartaccess</a>
Paper Statements	\$2.00	This fee is assessed for monthly delivery of statements, but not for a one time request.
Card Replacement	\$7.50	
Express Card Delivery	\$25.00	
Balance Refund/Paper Check	\$10.00	For a refund of outstanding balance

Your funds are eligible for FDIC insurance. Your funds are insured up to \$250,000 by the FDIC in the event PNC fails. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

If you have questions related to your PNC **SmartAccess** account, visit [pnc.com/smartaccess](http://pnc.com/smartaccess), call 866-304-2818 or write to PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

SmartAccess Card Number:

Order Confirmation Number:

Direct Deposit Number\*:

Routing Number: **031902766**

\* Contact 1-866-304-2818 to obtain your Direct Deposit Number if not listed. Provide Order Confirmation Number above.

## PNC SmartAccess® Card Terms and Conditions

Effective December 13, 2020



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**Notice regarding arbitration:** If you have a claim and we are unable to resolve it informally, you or we may elect to resolve it by individual binding arbitration in accordance with the terms of the Arbitration Provision in this Agreement. If a claim is arbitrated, it will not be heard by a court or jury. Also, it will proceed as an individual action, and that means neither you nor we will have the right to participate in a class action in court. You have the right to opt out of the arbitration process by providing timely notice to us. Please refer to the Arbitration Provision located in Section 12 of this Agreement for complete details.

# PNC SmartAccess Card Terms and Conditions

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This Agreement governs the issuance and use of your Card. By obtaining and using a Card, you agree to the terms and conditions set forth in this Agreement, which is subject to amendment from time to time in accordance with applicable law. Further, you agree that this Agreement is binding on your successors, representatives and assigns.

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## Definitions

**“Agreement”** means these PNC SmartAccess Card Terms and Conditions.

**“ATM”** means an automated teller machine.

**“Business Days”** are Monday through Friday, excluding federal holidays.

**“Card”** and **“PNC SmartAccess Card”** mean the PNC SmartAccess Card issued to you at one of our branches or call centers.

**“Foreign Transactions”** are transactions completed outside of the United States using your Card.

**“PIN”** means a four (4)-digit personal identification number that you select after activating your Card. A PIN is needed in order to use many of the features of the Card.

**“POS”** means a point-of-sale terminal used to make purchases of goods and services with your Card.

**“Primary Cardholder”** refers to the person in whose name the initial Card is issued.

**“Secondary Cardholder”** refers to the person in whose name a Card is issued at the request of the Primary Cardholder.

**“Third Party Payor”** means a person or entity that owes you payment (for example, your employer owing you wages or the government owing you government benefits).

**“We,” “us”** and **“our”** refer to PNC Bank, a national banking association.

**“You”** and **“your”** refer to the person or persons in whose name a Card is issued.

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## 1. Your PNC SmartAccess Card

### A. Using Your Card

The Card is and will remain our property. However, you will be solely and completely responsible for the possession, use and control of the Card. You must surrender the Card to us immediately upon request.

You may use your Card to do the following:

- Pay for purchases or services at places that have agreed to accept the Card
- Obtain cash from ATMs
- Obtain cash at a bank, financial institution or merchant that accepts Visa cards and provides this service
- Authorize others to originate automatic debits to your Card (for example, to pay recurring bills)
- Authorize others to originate recurring deposits, such as payroll and social security payments, to your Card
- Enable a one-time direct deposit of funds to your Card (for example, tax refunds)
- Perform Visa Money Transfers

Some of these services may not be available from us at all times or at all terminals at all times.

You may not use your Card for Internet lottery, betting or gambling transactions, or for any illegal transactions. You also may not use your Card to purchase securities.

If you overdraw the balance on your Card, you are responsible for that amount and must repay it to us.

### B. Limitations on Transfers

All transfers are limited to the amount of money available on your Card.

Certain limits exist on the amount that may be withdrawn from ATMs or charged to your Card for purchases each day. The amount of these limits will be disclosed to you in writing when you receive your Card. You may call us at 1-866-304-2818 if you need any additional information about your limits. During any interruption of an electronic funds transfer service, the dollar amount and frequency may be reduced. There may be additional limitations on the types, frequency, timing and amount of electronic transactions, without notice, for security purposes.

Please note that if you use your Card at an ATM or terminal that is not owned by us, operators of those ATMs or terminals may also impose limitations on the amount, number or frequency of transactions you may make with your Card.

### **C. FDIC Insurance**

Your funds are eligible for FDIC insurance. Your funds are insured up to \$250,000 by the FDIC in the event PNC fails. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

### **D. Ownership of Funds**

THE PRIMARY CARDHOLDER IS THE SOLE OWNER OF ANY AND ALL FUNDS DEPOSITED OR LOADED ONTO THE CARD.

All funds deposited or loaded onto the card will be available for use, subject to the terms and conditions of this Agreement, by the Primary Cardholder and any Secondary Cardholder(s). If ownership of the funds on the Card or the right to use the Card becomes in dispute for any reason, we, in our sole discretion, may refuse to authorize transactions or terminate the Card.

### **E. Negative Balances**

When there are sufficient funds available on your Card, we will honor transactions initiated or authorized by you. We may dishonor a transaction when your Card has insufficient funds available. We reserve the right to charge your Card for all transactions you initiate or authorize, even though a negative balance may be created, although we have no obligation to do so. You will be liable for and must immediately correct any negative balance on your Card.

### **F. Authorizations and Special Purchases**

A merchant may request authorization from us for a transaction you are trying to make with your Card. When we provide authorization to a merchant, we place a hold on funds on your Card in the amount the merchant is requesting. Once the final amount of the transaction is submitted by the merchant to us, your Card will be debited for that amount.

Certain types of merchants, such as restaurants, gas stations, car rental agencies, hotels, cruise lines, beauty and barber shops, health and beauty spas, and taxis/limousines, generally obtain an authorization to charge your Card for an amount that may exceed the actual amount of your final purchase.

If the amount of the authorization exceeds the funds remaining on your Card, your transaction may not be honored, even though the funds remaining on

your Card are sufficient to cover the actual amount of your purchase. The amount of the authorization will be deducted from your available balance until the completion of the purchase or transaction, or the expiration of the time period set by us for authorizations.

### **G. Foreign Transactions**

All debits to your Card will be posted in U.S. dollars. Card transactions made in a foreign currency are converted to U.S. dollar amounts by Visa, using the then current currency conversion procedure and rate. Currently, the currency conversion rate is either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date or the periodic statement posting date.

For each Foreign Transaction, you will be charged a Foreign Transaction fee equal to 3% of the transaction amount. This Foreign Transaction fee will be included in the amount charged to your Card. The fee will be charged whether or not there is a currency conversion in connection with the Foreign Transaction.

### **H. Additional Cards**

You will not permit another person to have access to your Card or Card-related numbers. The Primary Cardholder may request a Card for another person, subject to our requirements and prior approval.

If approved, we will provide the Secondary Cardholder with a separate Card linked to the Primary Cardholder's Card. Any value added to either Card may be accessed by both the Primary Cardholder and any Secondary Cardholder. A Secondary Cardholder may use the Card as provided in this Agreement.

***The Primary Cardholder agrees that we may process all transactions by a Secondary Cardholder without further inquiry and may deduct all such amounts, including any fees, from the balance on the Card.***

Transactions by a Secondary Cardholder will be combined with the Primary Cardholder for purposes of the overall Card transaction limits. The Primary Cardholder may cancel a Secondary Cardholder's Card by calling us at 1-866-304-2818 or notifying us in writing at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. The Primary Cardholder agrees to destroy the Secondary Cardholder's cancelled Card.

The Card will be charged for all transactions by the Secondary Cardholder until we have had a reasonable period of time to respond to the cancellation request, even if the transactions do not appear on the Card until a later time.

## I. Expiration; Refund

Unless otherwise cancelled in accordance with the terms of this Agreement, your Card is valid until the expiration date that appears on your Card.

Unless it appears that no funds have been loaded onto your Card or that your Card has not been used within six (6) months prior to the expiration date on your Card, a new Card will be issued to you with a new expiration date.

If your Card is not renewed or if at any time you want to cancel your Card, and any funds remain on your Card, write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098 for a refund of the remaining funds, less applicable fees and any charges owed to us, as well as any outstanding transactions. The refund will be sent to you at your address on our Card records.

## J. Cancellation; Termination

We may cancel your Card or terminate electronic access to your Card with or without cause and without prior notice to you. You shall remain responsible for authorized charges that arise before or after termination.

If there are no transactions on your Card for 12 consecutive months, we reserve the right to cancel your Card and mail you a check for the balance. The check will be mailed to the address on our Card records.

## 2. Fees

You agree to pay the fees and charges disclosed on our Schedule of Fees. Our current Schedule of Fees will be provided to you with your Card and is also available at [pnc.com/smartaccess](http://pnc.com/smartaccess).

We may modify these fees or add additional fees as permitted by applicable law. All fees and penalties (where applicable) will be automatically assessed against your Card, and you will be responsible for any deficiency. You understand and agree that PNC Bank is a national bank and state law limitations on the amount or frequency of fees on your Card may not apply to a national bank.

The monthly fee is waived for primary cardholders who are employed at PNC. This waiver is only available during the time you are employed at PNC. When your PNC employment ends, you will need to meet other conditions applicable at that time, if there are any, in order to have your monthly fee waived. Contractors, inactive employees receiving a W2, or PNC employees whose residence or primary workplace is outside of the United States of America are not eligible for the employee monthly fee waiver. For customers who become PNC employees after their account is opened,

it may take up to one additional monthly cycle for your new employee monthly fee waiver to take effect.

## 3. Loading Your Card

A \$25.00 opening deposit is required in order to obtain a Card. However, an opening deposit is not required for any Cards issued to Secondary Cardholders.

You can deposit (load) additional funds to your Card in the following ways:

- Establishing a direct deposit from your employer or a third-party payor
- Transferring funds via PNC Online Banking from any eligible PNC Bank checking or savings account (*Primary Cardholders only*)
- Depositing cash at any PNC branch (*Primary Cardholders only*)
- Depositing cash at PNC DepositEasy<sup>SM</sup> ATMs
- Using any Visa ReadyLink participating merchant location in accordance with the instructions provided with your Card

### A. Direct Deposit

Your Card may be used to receive one-time or recurring direct deposits of payments, such as government benefits, tax refunds or wages. If you have arranged for recurring direct deposits to your Card at least once every 60 days from the same person or company, you can find out if the deposit has been made by calling us at 1-866-304-2818, accessing your Card transactions at [pnc.com/smartaccess](http://pnc.com/smartaccess) or through the PNC *SmartAccess* Mobile Services application, or signing up for email and/or text alerts.

The Third Party Payor is responsible for instructing us to load the amount of funds onto your Card. We will load funds onto your Card as directed by the Third Party Payor and when funds are provided to us. We are not responsible for any delay in loading funds or failure to load funds to your Card caused by the Third Party Payor. Once the funds are loaded onto your Card, you may use your Card for the types of transactions described in this Agreement.

The Third Party Payor retains the right to deduct funds from your Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept instructions from the Third Party Payor to add or deduct funds from your Card and, in the case of a deduction, to return those funds to the Third Party Payor. If you have a dispute with the Third Party Payor about the amount loaded onto or deducted from your Card, you agree that we will not be involved in that dispute and that you will resolve that dispute directly and solely with the Third Party Payor.

## B. Transfer Funds using PNC Online Banking

If you are the Primary Cardholder, you can deposit or load funds to your Card by transferring funds from your eligible PNC Bank checking or savings account using PNC Online Banking. For details on fund transfers, please refer to your PNC Online Banking Service Agreement.

## C. Cash Loads at PNC DepositEasy ATMs

You may load cash to your Card at PNC DepositEasy ATMs. For details, please visit [pnc.com/smartaccess](http://pnc.com/smartaccess).

## D. Availability of Deposits

Funds deposited to or loaded onto your Card are made available for withdrawal or payment to a third party in accordance with the PNC *SmartAccess* Card Funds Availability Policy, which will be provided to you prior to the time you receive your Card and is available at [pnc.com/smartaccess](http://pnc.com/smartaccess). If you have any further questions about the PNC *SmartAccess* Card Funds Availability Policy, please contact your local branch or call our toll-free customer service line at 1-888-PNC-BANK (1-888-762-2265).

## E. Deposit/Load Restrictions

The maximum daily deposit/load limit is \$5,000, and the maximum deposit/load limit in any 30 day period is \$10,000. The maximum amount of value that can reside on the Card at any time is \$10,000.

In addition, the following deposit/load limits apply to your card:

- Maximum daily cash deposit/load at a PNC Bank branch is \$5,000.
- Maximum daily deposit/load through PNC Online Banking is \$5,000.
- Maximum deposit/load at a Visa ReadyLink merchant location is \$1,000 per day and \$2,000 in any 30 day period.
- Maximum deposit/load at a PNC ATM is \$1,000 per day and \$2,000 in any 30 day period.

We may, in our sole discretion, permit you to maintain a higher balance limit or to have a higher daily deposit/load limit if you elect to have funds directly deposited to your Card by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion.

We reserve the right to accept or reject any request to load value to your Card at our sole discretion.

All deposits accepted by us are subject to verification. You should retain your copy of the receipt and/or any other document that evidences your deposit. If you claim that a deposit was not properly credited to your Card, we may ask you to show us your receipt. We will not be

responsible for any deposit we do not receive, and our records will be conclusive proof or receipt or non-receipt of a deposit. We reserve the right to make adjustments to your Card balance for computational or other errors.

If we must pay any fees to collect your deposit, including attorneys' fees we may incur, we will charge them to your Card, and we may impose a service charge for the collection. All deposits, load credits and transfers to your Card are subject to review for compliance with applicable law, including without limitation to the Office of Foreign Asset Control (OFAC) compliance. This may result in delays in posting items to your Card or refusal to accept deposits or perform transfers. We will have no obligation to provide you with notice of any non-payment, dishonor or protest regarding any items credited or debited to your Card.

## 4. In Case of Errors or Questions about Your Transactions

Call us at **1-866-304-2818** or write to us at **PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098** as soon as you can, if you think an error has occurred on your Card. We must allow you to report an error until 120 days after the transaction allegedly in error was debited or credited to your Card. You may request a written history of your transactions at any time by calling us at **1-866-304-2818** or writing us at **PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098**.

If you allege an error, you will need to provide us with the following information:

- Your name and Card number.
- Why you believe there is an error, and the dollar amount involved.
- 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 10 Business Days.

We will determine whether an error occurred within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within 10 Business Days for the amount you think is in error, so that you will have the funds 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 credit your Card, or we may reverse any provisional credit we have made.

For errors involving new Cards, point-of-sale or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint

or question. For new Cards, we may take up to 20 Business Days to provisionally credit your Card for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit that we may have extended to you during our investigation within 5 Business Days of sending you such 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 procedures, call us at 1-866-304-2818 or visit us at [pnc.com/smartaccess](http://pnc.com/smartaccess).

## 5. Lost or Stolen Card

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe an electronic transaction has been, or will be, made without your permission. Calling us is the best way of keeping your possible losses to a minimum.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer funds from your Card without your permission, call us at 1-866-304-2818 or write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, Florida 33102-6098.

Tell us at once if your transaction history (provided to you online or through the mail) indicates a transaction that you did not make. You will not be liable for any unauthorized use of your Card if you notify us of the loss, theft or unauthorized use of your Card within 120 calendar days from the time the transaction is debited or credited to your Card. If you do not notify us within 120 calendar days, you may not get any money back you lost after 120 calendar days if we can prove that we could have stopped someone from making those transactions had you told us in time.

## 6. Stop Payments

You understand and agree that you only have the right to stop payment on recurring preauthorized payments/transfers (and not any other types of transactions) made with your Card.

If you have authorized recurring payments/transfers from your Card at least once every 60 days, you can stop those payments. In order to stop those payments, we must receive your request at least 3 Business Days before the payment is scheduled to be made. You will need to provide the following to us:

- Your name
- Card number
- Name of the person or company to whom the payment is scheduled to be made

- Amount of the payment you wish to stop

You will need to either call us at 1-866-304-2818 or write to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If the recurring payments/transfers from your Card will vary in amount, the person you are going to pay will tell you 10 days before each payment how much the payment will be and when it will be made. Or, you may tell the person you are going to pay to send you a notice only when the amount would fall out of the limits you have set.

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

## 7. Receipts and Statements

You will receive or have the option to receive a receipt at the time you enter into any transaction at one of our branches or when using an ATM or POS terminal. Receipts may not be provided for Foreign Transactions. Card transactions will also be reflected on your transaction history provided online or through the mail.

You may obtain confirmation that a recurring electronic payment (such as wages or government benefits) has been made to your Card at [pnc.com/smartaccess](http://pnc.com/smartaccess), by using the PNC *SmartAccess* Mobile Services application, by signing up to receive email and/or text alerts, or by calling 1-866-304-2818.

You may obtain information about your Card balance by using the PNC *SmartAccess* Mobile Services application or by calling 1-866-304-2818. You may also obtain your Card balance, a 2 year history of Card transactions and monthly statements for the last 12 months at [pnc.com/smartaccess](http://pnc.com/smartaccess).

You also have the right to request a 2 year written history of your Card transactions by calling 1-866-304-2818 or by writing to us at PNC Bank c/o Visa Inc., USCS P.O. Box 026098, Miami, FL 33102-6098.

If you request that we *routinely* provide you with monthly paper statements, and we agree to provide you with them, there will be a monthly fee for this service. The amount of the fee will be disclosed on the Schedule of Fees accompanying your Card and is also available online.

## 8. Failure to Make Transfers

If we do not complete a transfer to or from your Card on time or in the correct amount in accordance with the terms of this Agreement, we will be liable for your direct



losses and damages. However, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have enough money on your Card to make the transfer
- If the ATM where you are conducting the transaction does not have enough cash
- If the ATM, terminal or system was not working properly and you knew about the problem when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If we have reason to suspect that the transaction is unauthorized, or we have placed restrictions on the use of the Card for security reasons
- If the funds on your Card are frozen (for example, because of a court order) and we are not legally permitted to complete the transaction
- If you have failed to use your Card, the ATM or other electronic device in accordance with our instructions

There may be other instances, either stated in this Agreement or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your Card on time or in the correct amount.

## 9. Disclosure of Card Information

We may disclose information to our affiliates or to third parties about your Card or any transaction on your Card in the following circumstances:

- Where it is necessary for completing transactions or to resolve disputes arising from Card transactions
- In order to verify the existence and condition of your Card for a third party, such as a credit bureau or merchant
- In accordance with your written instructions
- In order to comply with applicable law, court orders or subpoenas
- To protect or enforce our legal rights
- If we otherwise deem appropriate, to the extent permitted by law

## 10. Duties and Liabilities

You agree to regularly review your Card balance and transaction history to discover any unauthorized transactions or errors, and you agree to notify us of any errors as soon as possible, but in no event later than 120 days from the date the transaction you are questioning is debited or credited to your Card.

You may access your Card balance and transaction history in the following ways:

- Online at [pnc.com/smartaccess](http://pnc.com/smartaccess)

- By calling 1-866-304-2818
- By reviewing paper statements that you may request to be mailed to you pursuant to the terms of this Agreement

## 11. Alerts and PNC SmartAccess Mobile Services

You may sign up to receive and manage text and/or email alerts at [pnc.com/smartaccess](http://pnc.com/smartaccess). Text and/or email alerts are provided for your convenience and are not intended to replace the transaction history for your Card.

You may manage your Card from any eligible mobile device by registering for PNC **SmartAccess** Mobile Services. Please see the PNC **SmartAccess** Mobile Service terms and conditions for details.

## 12. Arbitration Provision

### **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 as of the date your Card was opened (or, if you are an existing Card holder, as of the date you were first notified of the addition of this Arbitration Provision to this Agreement), unless you opt out by providing proper and timely notice described below under "Right to Opt Out."**

**If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or 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 action 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 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.

**“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 Card, the events leading up to your becoming a Card holder (for example, advertisements or promotions), any feature or service provided in connection with your Card or any transaction conducted with us related to your Card.

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 (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, One PNC Plaza (21st Floor), 249 Fifth Avenue, Mailstop: P1-POPP-21-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the “Notice Address”). Our Notice to you shall be sent to the most recent primary address we have for you in our records. 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). 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 one of the arbitration administrators 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), which 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 PERSON. 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 NONSEVERABLE 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 Card 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, Card number, and a statement that you do not wish to be governed by the Arbitration Provision in your 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, P.O. Box 535229, Pittsburgh, PA 15253-5229, Attn: Arbitration Opt Out, and (2) signed by you 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 we first notified you of the addition of this Arbitration Provision to this Agreement or (ii) the day you open your Card, whichever is later. Your decision to opt out will not affect any other provision of this Agreement.**

### **13. Other Legal Terms**

#### **A. Governing Law**

This Agreement will be governed by federal law and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

#### **B. Right of Set Off**

We have the right to set off against your Card for any indebtedness owed by you to us, whether individually or jointly owed. We may exercise our right of set off without advance notice to you and without regard to any other right which we may have against you or any other person or entity. We may also freeze or place a hold on your Card without setting off in order to investigate any dispute or claim. We will not be liable for any dishonor of a transaction that results.

You grant us a security interest in the balance on the Card and in any other individual and joint accounts in your name, including joint accounts owned by husband and wife, to pay all loans, overdrafts or other obligations or other indebtedness now or hereafter owing to us by you.

Our security interest and right of set off will prevail and take priority over any claim, change of ownership, pledge, attachment, garnishment, levy, court order or other legal process of any kind whatsoever. Should one of these events occur, we may take any action permitted or required by law.

### **C. Legal Process**

Should we receive any legal process or legal notice instructing us to restrict your Card use, withhold, seize or turnover funds on your Card, or otherwise affect your Card, you acknowledge and agree that we may comply with such legal process or legal notice. In complying with any legal process or legal notice, you acknowledge and agree that we may limit or suspend access to your Card, refuse to permit withdrawals or transfers from or loads to your Card, and take any other action we deem appropriate or legally required in our discretion, without regard to the ownership or original source of the funds on your Card. We will not contest any legal process or legal notice on your behalf.

### **D. Changes to this Agreement**

We may change the terms of this Agreement, including any fees and/or features of the Card, from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, we will notify you of changes.

### **E. Notices**

Notices from you to us will be effective upon our receipt and reasonable time to process. Unless otherwise noted, we will send notices by delivering them to you in the manner agreed to by you and us or to the address we have on file for the Primary Cardholder. You agree to keep and maintain your address on file with us current.

### **F. Waiver**

Failure by us to exercise any of our rights under this Agreement shall not be deemed a waiver of any of our rights.

### **G. Non-Transferable**

Any rights in your Card are not transferable except in accordance with applicable law.

### **H. Severability**

In the event that one or more provisions of this Agreement shall for any reason be held invalid or illegal,

such holding will not affect the enforceability of any other provision.

### **I. Force Majeure**

We will have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failures, acts or omissions of civil authorities, civil disturbances, computer malfunction, or any causes beyond our control.

### **J. Limitation of Liability**

You agree that in performing the duties imposed under this Agreement in no event will we be liable for any consequential, indirect or special damages.

### **K. Call Recording; Consent for Service Calls**

By providing telephone number(s) to us at any time, you authorize us and our affiliates and designees to contact you regarding this Card and any personal account(s) or business account(s) for which you are an authorized signer, whether the account(s) are with us or our 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; and you consent that any phone call with us may be monitored or recorded by us.

### **L. Credit Bureau Reporting Notice**

You are hereby notified that a negative credit report reflecting on your credit report may be submitted to a consumer (credit) reporting agency, such as ChexSystems, if you fail to fulfill the terms of your obligations under this Agreement. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to CONSUMER LOAN CENTER, P.O. BOX 3180, PITTSBURGH, PA 15230-3180.

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