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## ACCOUNT AGREEMENT FOR PERSONAL CHECKING, SAVINGS AND MONEY MARKET ACCOUNTS

- Account Agreement
- Interest Payment and Balance Computation
- Arbitration Provision
- Substitute Check Policy Disclosure
- Consumer Funds Availability Policy
- Consumer Electronic Funds Transfer Disclosure Statement
- Overdraft Protection Agreement
- Privacy Notice: What Does PNC Do With Your Personal Information?

**Effective September 24, 2023**

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# ACCOUNT AGREEMENT

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## Welcome

We have prepared this Agreement to define the relationship between you and the Bank. Please read this Agreement and keep it for future reference.

## PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 14 --16

You should also refer to certain other documents for terms and conditions relating to your Account:

- "Consumer Schedule of Service Charges and Fees"
- "Consumer Funds Availability Policy"
- "Substitute Check Policy Disclosure"
- "Consumer Electronic Funds Transfer Disclosure Statement"
- PNC Bank Online Banking and Bill Pay, Online Banking Transfer Funds and PNC Payment Services, and/or Online Bill Pay Services Agreement for information concerning the use of these services (if you have selected any of these services)
- "Overdraft Protection Agreement"
- "PNC Privacy Notice, What Does PNC Do With Your Personal Information?"

By signing the signature card and/or Account Registration, by electronically acknowledging your agreement to the terms and conditions of the agreements provided on the "Terms and Conditions" page of the online account application, by using the account, or by requesting or later adding products and/or services connected to the account, you agree to be bound by the terms and conditions of this Agreement or, in the case of additional account related products and/or services, the applicable terms and conditions. You agree to comply with all local, state and federal laws, rules and regulations, as amended from time to time, including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money-laundering statutes and any laws or regulations that are enforced or administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). If there is a conflict between this Agreement and something said by an employee or officer of the Bank, this agreement will be followed. The legal representative of any Account owner, including any attorney-in-fact you may appoint, shall also be subject to the terms and conditions of this Agreement.

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## Accounts

All PNC Bank checking, savings and money market accounts are subject to this Account Agreement, including the products currently listed in the Consumer Schedule of Service Charges and Fees. You agree to use your Account only for personal, family or household purposes, and not for business or other non-personal purposes. You also agree to carefully check each transaction as you conduct or receive notice of it, whether in our branches, over the telephone, through your personal computer or mobile device, at automated teller machines (ATMs), at point-of-sale terminals, or by receipt of mail or statements, and to take every precaution to safeguard your checks, withdrawal tickets, Banking Card, Debit Card, or any Personal Identification Number (PIN) against loss or theft. You must notify us immediately if they are lost or stolen.

You acknowledge that we provide daily access to account information regarding account balances and transactions as a customer service, but that the accuracy of such account information is subject to any pending or unprocessed transactions about which only you have knowledge. You agree that it is your duty and responsibility to maintain your Account in a responsible manner by independently maintaining accurate records of your activity, including, but not limited to, checks, debit card transactions, withdrawals and deposits.

## Your Personal Information; Call Recording; Consent for Service Calls

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

## Non-Return of Checks

Unless you have otherwise arranged, we will not return to you checks that have been paid against your account. At your request we shall provide you with photocopies or image copies of checks paid against the Account or other Account documentation, if such checks or documents are available to us under our record retention policies, and subject to the charges set forth in our Consumer Schedule of Service Charges and Fees.

## **Deposits**

You may deposit any amount of money you wish into your Account at any branch during our normal business hours. Please use the deposit slips we have provided for you. This is your best assurance that the deposit will be promptly credited to your Account. In addition, for all Accounts, deposits may be made, if permitted by law and our operating procedures, by telephone transfer, by personal computer transfers, by mobile device, at an ATM, by mail, through direct deposit of your recurring deposits, such as social security benefits and salary, or by automatic transfers from other accounts with us or other financial institutions. Our general practice is to decline to cash a check made payable to you and drawn on another institution if you have not had a deposit account with us for at least one (1) year. We may require you to deposit the check to your Account instead. With respect to all other checks drawn on any institution, we may refuse to cash a check made payable to you, but instead require you to deposit the check to your Account.

All deposits are accepted by us subject to verification. You should retain your copy of the receipt and any other document that evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt. You should not mail cash deposits. We will not be responsible for any deposit that we do not receive, and our records will be conclusive proof of receipt or non-receipt of a deposit. We reserve the right to make adjustments to your Account for computational or other errors related to your Account. You agree that we will not be liable to you if we return an item you have deposited after the time requirement set by applicable law, if our delay is due to markings that you or a prior endorser have made on the back of the item in the space reserved for our endorsement.

All non-cash deposits are posted to your Account subject to our receipt of final payment. If we receive notice that an item is being returned to us unpaid or if final payment is not received, or if an item is returned after final payment, we will charge your Account for the amount of those deposits and, for any interest earned on those deposits, even if those deposits have already been made available to you. If this creates an overdraft, you agree to pay us the amount of the overdraft immediately, and we will charge your Account a service fee for the overdraft.

We receive final payment for deposit items at different times depending on the location of the banks or other parties who will pay the items. In addition, our receipt of final payment may be further delayed due to circumstances beyond our reasonable control.

If we must pay any fees to collect your deposit, including attorney's fees that we may incur, we will charge them to your Account, and we may impose a service fee for the collection. We reserve the right to refuse or return all or part of a deposit at any time. All deposits and credits to your account, including without limitation wire transfers and other electronic payments, are subject to review for compliance with applicable law, including without limitation regulations enforced by OFAC. This may result in delays in posting such deposits or credits to your account, or refusal to accept all or part of the deposit. We will not be liable to you for any such delays or refusals. We will have no obligation to provide you with notice of any nonpayment, dishonor or protest regarding any items credited to or charged against your Account.

In addition to any other rights we have under this Agreement, if we are required to reimburse the United States government any portion of a benefit payment deposited into your Account, you agree that we may deduct the amount returned to the government from your Account or any other account you have with us without prior notice to you, unless such a deduction is prohibited by law.

You acknowledge and agree that your deposit or issuance of a check that uses check stock or forms with decorative images, or that has ink colors other than black or blue, may result in errors in processing a check image created from such a check. You agree that, to the extent permitted by law, we shall have no liability to you in the event that you incur a loss from such errors.

You agree that you shall not deposit, without our prior written consent, a document that you created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you shall not be deemed as a waiver of the foregoing prohibition on the deposit of substitute check documents. You also shall not identify us as a "reconverting bank" or "truncating bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You hereby agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations set forth in this paragraph.

## **Notice and Crediting of Certain Electronic Credits**

If you receive a credit to your Account through the Automated Clearing House (ACH) network, the rules of the National Automated Clearing House Association do not require us to give you next-day notice. Instead, we will notify you of the credit on your regular Account statement.

If we credit your Account for an ACH credit entry or for any other fund transfer or payment order ("fund transfer"), the credit we give you is provisional until we receive final settlement for the fund transfer through a Federal Reserve Bank. If

we do not receive final settlement or payment, you agree that you must refund to us the amount we credited to you for the fund transfer, and that we may charge your Account for such amount.

When we process incoming fund transfers, we routinely rely on the account number given to us by the financial institutions or other persons who send the fund transfers to us. We will have no duty to determine if the account number provided to us is consistent with the name or other information given to us, and we will not be liable to you if we credit a fund transfer intended for you to another customer's account because the sender instructed us to credit an incorrect account number.

## **Withdrawals**

You may withdraw money from your Account in different ways, as permitted for each type of Account.

If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. If your account is a joint account, we may honor a check that is signed by any joint account owner.

Your account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. We are required to permit a withdrawal only if you have sufficient available funds in your Account to cover the whole amount of the withdrawal. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and no more than one such determination need be made.

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

If there are sufficient funds to cover some but not all of your withdrawal orders, we will exercise our discretion (i) in paying some but not all of the items, and (ii) to pay the items in any order.

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

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

The order in which we process these withdrawals may affect the total amount of overdraft fees charged to your Account. We will not be responsible for damages or wrongful dishonor if any item is not paid as a result of the order in which we process withdrawals. We reserve the right to refuse to cash or to impose a charge on anyone who asks us to cash a check that you have written. Even if your check is otherwise properly payable, we will not be liable to you for dishonor of your check, or otherwise, as a result of such refusal.

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

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

You agree that we do not have to notify you when we refuse to pay a check you have written, or if we pay a check that overdraws your Account, or when we impose a fee in connection with either of these events.

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

If you have an interest bearing Account, we reserve the right to require that you give us notice in writing of an intended withdrawal from your Account not less than seven (7) days before such withdrawal is to be made, in accordance with federal regulations. If we permit you to make withdrawals without giving us notice, we may still require you to give us notice at a later time.

In writing checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying checks that are postdated, are stale dated or do not bear a date. If you do not wish us to pay a check you have issued, you should place a stop payment order with us. Please refer to the Stop Payment section of the Agreement.

You will only use forms supplied or approved by us in writing checks. Our duty is to use ordinary care in examining checks when they are presented to us for payment. Unless we have specifically agreed with you in writing, our duties will not include monitoring nonstandard instructions or other legends appearing on checks. We shall be deemed to have exercised ordinary care as to your signature if we process your check only by automated means (so as to clear the largest number of checks at the lowest cost to customers) or if any unauthorized signature or alteration is so skillfully made that a reasonably careful person would not readily detect it. Use by any person of your facsimile stamp or machine shall be considered an authorized signature.

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

Checks, ACH transactions and preauthorized automatic debits (including recurring debit transactions) that exceed the available balance in your account (that create an overdraft) are subject to a service fee. If, in our sole discretion, we choose to allow these withdrawals when there are not sufficient available funds in your account, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service fee. At no time shall we be required to allow you to overdraw your Account, even if we had allowed such activity on one or more prior occasions. The classification of a transaction as recurring or non-recurring is determined by merchants, other institutions or other third parties before it is presented to us for authorization or payment.

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

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

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

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

#### **Transaction Limitations**

For savings accounts, you may make unlimited withdrawals or transfers by mail, by ATM (if we have permitted you to access such account with your card) or in person however, transaction fees will apply to your account if you exceed six (6) Restricted Transfers in a monthly service charge period. Restricted Transfers are transfers from a savings or money market account to other accounts (including transfers to another account for overdraft protection) or to third parties by check, through point-of sale purchase transactions or similar debit card transactions, by pre-authorized or automatic agreements, telephone, online or similar order payable to a third person. If you make more than a total of six (6) Restricted Transfers in a monthly service charge period, you will be charged a fee for each Restricted Transfer.

For money market accounts, you may make unlimited withdrawals or transfers by mail, by ATM, or in person; however, transaction fees will apply to your account if you exceed six (6) Restricted Transfers in a monthly service charge period. Restricted Transfers are transfers from a savings or money market account to other accounts (including transfers to another account for overdraft protection) or to third parties by check, through point-of sale purchase transactions or similar debit card transactions, by pre-authorized or automatic agreements, telephone, online or similar order payable to a third person. If you make more than a total of six (6) Restricted Transfers in a monthly service charge period, you will be charged a fee for each Restricted Transfer.

We reserve the right to prevent transfers that exceed the above limits or to monitor these transactions after they occur. For more information as to which types of transactions may be conducted with each Account, and any limitations on such transactions, please refer to our Electronic Fund Transfer Disclosure Statement or ask a Bank employee for assistance. We reserve the right to suspend enforcement of these transaction limitations, or to modify them, at our discretion.

### **Features of Certain Accounts**

Checking accounts consist of two sub-accounts: a checking sub-account and a non-interest bearing money market sub-account. Interest Checking accounts consist of a checking sub-account and a money market sub-account, which each earn interest at the Interest Checking rate.

Each statement period, we allocate funds between these two sub-accounts and make transfers each day from the available funds in the money market sub-account to the checking sub-account as needed to pay withdrawals. We reserve the right to require at least seven (7) days written notice prior to the withdrawal or transfer of any funds from a money market sub-account.

On the sixth transfer in a statement period, the entire balance in the money market sub-account is transferred to the checking sub-account for the remainder of that statement period.

### **Stop Payment**

You may stop payment on any check, pre-authorized transfer or Visa Debit Card recurring debits, except for Cashier's Checks, money orders or other cash equivalent items. Stop payment procedures for pre-authorized transfer orders are explained in our Electronic Funds Transfer Disclosure Statement. In order for your stop payment order on a check or other item to be considered timely, we must receive your order at a time and in a manner that gives us a reasonable opportunity to act on it prior to payment. A written or oral stop payment order is effective for six (6) months from the date of receipt by us, unless you notify us in writing to cancel the stop payment order sooner. Stop payment orders on Visa debit card recurring debits are effective for two (2) years from the date of receipt. For any stop payment order to be effective, at least one (1) transaction must have previously posted. If you wish to extend a stop payment order for an additional period, you must call us or write to us prior to the expiration of the original stop payment period. If your stop payment order is not extended, we may pay any check that is presented to us after your original stop payment order has expired.

We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the check or gave the other withdrawal order. Stop payment orders are subject to our current fee for that service. You may place a stop payment order by calling or stopping by any branch, or by calling us at the number, or writing to us at the address, shown on your periodic statement.

We will request the following information about the check or other withdrawal order to be stopped:

- Account number
- Check number
- Date
- Amount
- Name of party to be paid
- Your name and address

Stop payment orders are processed by computer. Unless the amount of the check (or other transfer or withdrawal order) and other information are reported absolutely accurately, we cannot assure you that the item you want stopped will not be paid.

In the event that we inadvertently pay an item over your valid stop payment order, we may refuse to recredit your Account if you owed the money to the payee(s). If we recredit your Account, you shall be deemed to have assigned to us all of your rights against the payee(s), both on the item and on the underlying claim.

### **Use of Check Images and Substitute Checks**

For each original check that you deposit, you hereby authorize us (and any collecting bank, returning bank, Reserve Bank or processor that subsequently receives the original check) to create an electronic image ("check image") of the original check and to process that check image for collection, payment and return. You further authorize the destruction of the original check that has been imaged. We may in our sole discretion determine the manner in which to collect or return a check image. We may (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check (governed by the Check Collection for the 21st Century Act referred to here as the "Check 21 Act") instead of the check image.

A check image or a substitute check may be collected through one or more check clearinghouses, through one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the check image or substitute check is subject to the rules of that clearinghouse, Federal Reserve Bank or exchange agreement.

You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt of, or review of, the original check associated with the check image. In our sole discretion, we may return to a presenting bank, returning bank or paying bank, or post to your Account, a paper copy or paper representation of an original check (including without limitation an image replacement document (IRD) or a photocopy) drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check.

You agree that a check image that is received or created by the Bank in the check deposit, collection or return process shall be considered a "check" and/or an "item" for all purposes under this Agreement and applicable law.

In addition, a check that you deposit with us, or that you draw on your Account, may be truncated in the check collection process and replaced with a substitute check. You authorize us to pay, process or return a substitute check in the same manner as "check" or "item" under this Agreement. Substitute checks are governed under the Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act.

You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage or expense that you or any other person may incur directly or indirectly as a result of any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

### **Remotely Created Checks**

If you deposit a "remotely created check" with us, you represent and warrant to us that the check is authorized to be paid in the amount stated on the check and to the payee named on the check. A "remotely created check" is a check that you are authorized to create and present for payment by an authorized signer on the account on which the check is drawn, which does not bear the signature of an authorized signer on that account; this includes checks that are defined in applicable law as "remotely created checks". In addition to the foregoing, we may honor "remotely created checks" authorized in the amount stated on the check and to the payee named on the check, by you or a joint owner of your account.

You agree to indemnify us for any loss that we may incur directly or indirectly from your deposit of a "remotely created check" in violation of the terms set forth in this paragraph. You further agree that all of the terms in this Agreement and under applicable law that apply to a "check" and/or "item" apply to "remotely created checks", including without limitation substitute checks created from "remotely created checks" and check images of "remotely created checks", except that "remotely created checks" will not be signed by an authorized signer on the account on which the check is drawn.

### **Interest**

Interest will be calculated on your interest bearing Account and credited directly to your Account as stated in the section titled "Interest Payment and Balance Computation." Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate(s) and Annual Percentage Yield(s) on your Account at any time without notice to you. If you desire current interest rate and annual percentage yield information, please call or visit any branch in your market.

We reserve the right to calculate interest for those interest-bearing Accounts that are used for personal, family or household purposes in a manner different from those interest-bearing Accounts that are used for business or other non-personal purposes.

We must report interest on your Account to the appropriate governmental agencies. It is your responsibility to give us your correct social security number and/or to make certain written certifications to us as required by federal law. If you fail to give us your number and/or the required certifications, we may withhold and pay to the government a percentage of the interest earned on your Account, as required by law. You may also be subject to government penalties.

### **Statements**

We will mail or post ("deliver") a statement of your Account monthly. We will do this: (1) by mailing the statement, in paper form, to the last postal address which you have specified for your Account; or (2) if you have opted to receive online statements in electronic form, by posting the statement in PDF form on PNC's secure Online Banking web site. (For more



information about online statements, please consult PNC's Online Banking Service Agreement.) For Savings Accounts, we will deliver this statement quarterly and for any month in which an electronic fund transfer has occurred.

This statement will list all activity that relates to your Account during the statement period and any other information required by law. Upon receipt, you should review your statement carefully. Your statement is considered correct, and we will not be liable for payments made and charged to your account unless you notify us of an error or other irregularity, including unauthorized payment, within 30 calendar days of the delivery date of the earliest statement describing the charge or deposit to your account. You may have additional rights to assert errors in connection with electronic funds transfers. See your Consumer Electronic Funds Transfer Disclosure Statement for more details. Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

We reserve the right to reduce the frequency with which we deliver you a periodic statement if your Account becomes inactive, as discussed later in this Agreement.

Please notify us of any change in your address. If your statement is returned to us, we may suspend further delivery until a current address is received. You can notify us of an address change by mail, in person or through our Online Banking system.

### **Joint Accounts**

If your Account is a joint Account, then you own your Account as joint tenants with the right of survivorship and not as tenants in common. This means that on the death of one party to a joint Account, all sums in the Account on the date of death belong to the surviving party(ies) and will not be part of the decedent's estate. Unless we have received other specific directions signed by all joint depositors, each joint depositor appoints the other joint depositor(s) as attorney(s)-in-fact, so that any joint depositor may endorse checks, drafts or other instruments payable to any joint depositor, may make deposits to or withdrawals from your Account and may give us instructions concerning the Account; this initial appointment shall continue despite the later disability, incapacity or death of any joint depositor. Each joint depositor may also appoint his own attorney-in-fact to transact business on the joint Account, without the knowledge or consent of the other joint depositor(s).

To be considered a joint depositor, you must have signed the signature card for the Account or electronically acknowledged your agreement to the terms and conditions of the account during the online application process. Notice provided by us to any one joint owner shall be considered notice to all joint owners. If we receive notice of a dispute between two or more joint depositors, we may require the signatures of all joint depositors for all transactions until the dispute is resolved to our satisfaction.

Upon the death of any joint depositor, the balance in the Account shall be owned by the surviving joint depositor(s).

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

### **Fiduciary or Agency Accounts**

Any individual acting as an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity (collectively, an "agent") must be designated by us as such on our records. If this individual is not so designated, it will be assumed by us that you have no agent appointed.

The Bank is authorized to follow the directions of your agent regarding your Account until it receives written notice that the agency or fiduciary relationship has been terminated and has had reasonable time to act upon that notice.

We will not be liable to you in any way if your agent misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship.

FOR ACCOUNTS IN INDIANA: Such documents must be valid as defined by Indiana Code 30-5.

### **Payable-On-Death or "In Trust For" Accounts**

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

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

### **Accounts under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act**

The custodian of any account under either the Uniform Transfer to Minors Act or the Uniform Gift to Minors Act must notify us immediately in writing upon either the death of the minor or the minor's reaching the age of majority. Upon such notice, the custodian's authority over the Account will continue only to the extent allowed by applicable law. Until such notice is received, we may honor any checks or drafts written on the Account without incurring any liability to either the minor or any third party, and the custodian will be liable to us for any loss or expense we incur as a result of the failure to give us notice.

Upon the death, incapacity or resignation of any custodian, when there is no remaining custodian in those jurisdictions that permit joint custodians, we will recognize a successor custodian duly designated by the previous custodian. If no successor custodian has been so designated, we will only recognize a successor custodian who is assuming the position in accordance with applicable state law.

### **Death of Depositor**

Following the death of a depositor, the amount credited to the Account shall be payable in accordance with applicable law. This includes our right to pay any checks and to carry out any transfer orders authorized by the deceased depositor for a period of 10 days (or as otherwise provided under applicable law) after the date of death, unless we receive instructions to stop payment on those orders from a surviving joint depositor, in the case of a joint Account, or the legal representative of the deceased depositor, in the case of a single Account.

Each joint depositor agrees to notify us upon the death of any other depositor. We reserve the right to refuse withdrawals from your Account until any legal requirements are complied with.

### **Inactive Accounts**

If your Account is inactive as defined by law and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account to the state, as abandoned property. If your Account is inactive for six (6) or more months, your Account will remain subject to all applicable service charges and fees, and we reserve the right to impose a nonrefundable inactivity charge on your Account. You also agree that if your Account is inactive for six (6) or more months, it will be subject to any new charges or fees or increases in charges or fees which go into effect during the period of inactivity, and that we may reduce the frequency with which we send you a periodic statement for your Account.

### **LEGAL PROCESS**

Legal process includes, without limitation, any state or federal levy, garnishment, attachment, withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, order for forfeiture or seizure, or other legal process we believe to be valid relating to your account(s).

For purposes of responding to legal process, PNC determines where your account is located as follows: (i) if you opened your account in person, it is located in the state where you opened it; (ii) if you opened your account online or by other remote means (e.g., telephone, mail, etc.), and you resided in a state where PNC had branch or retail offices at that time, it is located in that state; (iii) if you opened your account online or by other remote means, but you resided in a state where PNC did not have branch or retail offices at that time, your account is located in Pennsylvania.

You acknowledge and agree that we may comply with or object to any legal process as we determine in our discretion to be appropriate under the circumstances.

Unless otherwise required by law, PNC is not obligated to provide notice of legal process relating to your accounts. We do not send notice if we believe the law prohibits us from doing so. If notice is provided, notice to one account holder constitutes notice to all account holders.

We may comply with legal process even if it affects the interests of fewer than all the owners or authorized signers of a joint account or safe deposit box.

We may hold or turn over funds or other property to the court or other party as directed by the legal process, subject to our right of set off and any security interest we may have in the funds or other property.

If your account is attached, garnished, held, or otherwise subject to legal process, you agree that we will not be liable for dishonoring checks, drafts, or other items, including items returned unpaid, because of insufficient funds in your account(s) due to a hold or freeze placed on your account(s) as a result of any legal process with which we are served. You agree that we are not required to pay interest on such funds held.

We may charge your account a fee for each legal process regardless of whether the legal process is subsequently revoked, vacated, or released.

Any fees, expenses, attorney's fees, costs or losses we incur as a result of responding to legal process related to your account are your responsibility. These amounts may be deducted from the balance of your account(s) maintained with us at the time they are incurred, which may be prior to our complying with the legal process. It is your responsibility to timely preserve any and all objections you may have to legal process with the relevant court or entity. We may comply with legal process if any objections are insufficient or denied.

You may have rights to contest such process under the relevant law.

If you believe all or a portion of your funds are exempt from legal process, or otherwise should not be subject to legal process, you agree that it is your responsibility to assert any claim or raise any defense to the legal process against the appropriate party, and you agree that we have no obligation to do so, unless specifically required by law. We will comply with legal process if any claims or objections are deemed insufficient or denied.

### **Money Owed**

Any loans, overdrafts, obligations or other indebtedness (except for debts arising out of bank credit cards or IRA or other tax-deferred retirement accounts, unless permitted by applicable law) now or hereafter owing to us by you, either individually or jointly, including husband and wife, may be charged in whole or in part to the Account or to any other individual or joint accounts in your name to the extent permitted by law. If you receive payment from us for an item, you agree that we may place a hold on your Account in order to investigate a claim that the item contains a forged endorsement or alteration. If, after a reasonable investigation, we find that the item contains a forged endorsement or alteration, we may charge your Account for the face value of the item.

You and any joint depositors grant us a security interest in the balance in the Account 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, either individually or jointly.

We may exercise our right of set off without advance notice to you and without regard to any other right that we may have against you or any other person or entity. We may also freeze or place a hold on your account without setting off in order to investigate any dispute or claim.

Our security interest and right of set off shall continue even after the Account has been closed and will apply to any credit resulting from disputes you initiate or any items received for payment after the Account has been closed. We reserve the right to apply the proceeds of any credit received to the Account, including credits received after the Account is closed, to reduce any outstanding balance you owe us.

Our security interest and right of set off shall 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.

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

### **Adverse Claims**

You agree that we may, without prior notice to you, place a hold on your Account if we are notified of a dispute regarding funds received into your Account or that the funds in your Account may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may return the disputed funds. In addition to our right of set off described directly above, we have the right to debit your Account or any of your other accounts in the amount of a returned transfer, without prior notice, when any disputed amount has been returned.

## **Reporting Negative Information to Credit Bureaus; Disputing Reported Information**

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

- PNC Bank, P.O. Box 99685, Pittsburgh, PA 15233
- Early Warning Services, LLC Attn: Consumer Services, 5801 North Pima Road Scottsdale, Arizona 85250 or faxing it to: 480-656-6850.

Your correspondence should include the following information:

- Your name, address and Social Security Number
- Your account number
- The information being reported that you believe is inaccurate or incomplete
- Any supporting documentation, such as account statements, letters, etc.
- A copy of the Early Warning Services report, if available

## **Account Security**

If you wish to report any irregularity with respect to your Account, you should contact us immediately at the number shown on your statement or at any branch. We may require you to close your Account or transfer the balance to another account to prevent security risks, at our discretion.

## **Transfer of Ownership**

Your account is not transferable except on our records. We must approve any pledge of your Account as security for a debt, and any pledge remains subject to our security interest and right of set off, unless we otherwise agree in writing. If you wish to transfer ownership of your Account, or delete an owner from a joint Account, we may require that your Account be closed and a new one be opened by and in the name of the new owner(s).

## **Charges**

Your Account may be subject to various charges and fees, including a monthly service charge, item charges and charges for the use of certain Account services, including electronic services. Please be aware that these charges reduce your Account balance and may cause you to become overdrawn or your outstanding checks to be returned unpaid.

Any such charge will reduce your Account balance and may cause your outstanding checks to be returned unpaid.

All charges and other fees mentioned in this Agreement or otherwise applicable to your Account are detailed in our Consumer Schedule of Service Charges and Fees, a copy of which has been given to you, and which is a part of this Agreement.

## **Amendment, Waiver**

We reserve the right to amend this Agreement (including the right to add new provisions and to convert your Account from one product to another) and our Consumer Schedule of Service Charges and Fees (including the right to change charges, fees and the manner in which we calculate and/or credit interest), from time to time. We will inform you of any amendment (1) by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement; or (2) if you have opted to receive online statements in electronic form, by posting the notice of the amendment and the amendment itself on PNC's secure Online Banking web site. If you receive statements in paper form, the amendment will generally appear on your statement. In some cases, notice of the amendment will appear on the statement and the amendment itself will be included on an insert accompanying your statement. If you have opted to receive online statements, the amendment will generally appear as a message on the PDF statement posted on PNC's secure Online Banking web site as well as in the Messages section of the site. In some cases, the amendment will be included as a PDF insert on the web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.) When the amendment becomes effective, we will post the new version of this Agreement online and make the new version available in our branches. An amendment will become effective 30 days (or such later time if required by law) after notice of the amendment is delivered or otherwise made available to you, unless a shorter time period is permitted by applicable law or required because of an emergency situation, in which case we will provide notice as we deem practicable. If this is a joint Account, then notice of an amendment provided to one joint

depositor shall be deemed to be notice to all joint depositors. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended.

We reserve the right to waive the enforcement of any of the terms and conditions of this Agreement. Any such waiver must be in writing and signed by a Bank officer, and it shall not be considered a waiver of any other or future obligation or right.

### **Notices**

Any written notice that you give to us is effective when we have actually received it at the designated address and have a reasonable opportunity to act upon it. If applicable state law enables an account holder to modify the terms of an account and/or distribution of funds in an account by providing written notice to PNC, that written notice must be notarized and sent to the following required address: PNC Bank PO Box 609 Pittsburgh, PA 15230-0609. Sending such notices to any other PNC address or location will be deemed failure to provide notice to PNC. PNC reserves the right to require the account to be closed if you wish to modify the terms, the ownership and/or nature of the account. Any written notice that we give to you is effective (1) when it is mailed to you at the address on file for your statement, or (2) if you have opted to receive online statements in electronic form, when it is posted on PNC's secure Online Banking web site. (For more information about online amendments and statements, please refer to your Online Banking Service Agreement.)

### **Severability**

Except as may be otherwise provided in the Arbitration Provision herein, in the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement not held by the court to be invalid or unenforceable will continue in full force and effect.

### **Endorsements**

The law allows the Bank to supply a missing endorsement to a deposited check, draft or any other instrument. However, we reserve the right to refuse to accept for deposit any item that does not bear a proper endorsement, is payable to someone other than you or falls under any other circumstances in our sole discretion. If an item that does not bear, or does not appear to bear, a proper endorsement is deposited into your account, you agree that we may place a hold on your account while we investigate or until we obtain all necessary endorsements. Federal law specifies locations on checks for your and our respective endorsements. If our endorsement is illegible because you have endorsed the check in the wrong location, you will be liable for any resulting losses.

### **Debit Cards**

If we issue debit cards to you for conducting transactions at ATMs, or purchasing goods or services from merchants, you agree that such cards are our property, may be canceled at any time without notice to you and will be surrendered upon our request. You acknowledge that the personal identification number (PIN) assigned has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN, including not telling or disclosing the PIN to any other person, not writing the PIN on your debit cards, and not keeping a record of your PIN in the same wallet or place as your bank cards. You agree that if you give your debit card and PIN to another person to use, you will be responsible for the use of that card by such person. You agree to report to us any loss or theft of debit cards or any other problem concerning your Account. Your rights and liability will be as set forth in the Electronic Funds Transfer Disclosure Statement in this booklet.

### **Closing the Account**

You or the Bank can close your Account at any time, for any reason, without advance notice. We may ask that you provide your request to close your Account in writing. We are not required to close the Account at your request until all known authorized or outstanding items (including, but not limited to, checks, ATM, point-of-sale, ACH and other electronic transactions) have been paid from your Account and any outstanding disputes (including but not limited to disputes regarding electronic transfers, ACH transactions or other unresolved internal research requests/disputes concerning the Account) have been resolved. After you or we close the Account, if the Account has a positive balance, we will mail you a check for the final balance, reduced by any amount you owe us. You will still be responsible for any outstanding transactions, service charges or fees or overdrafts incurred before, during or after the time the Account is closed.

After your Account is closed, we may temporarily reopen your Account to resolve a dispute concerning the Account, or to accept a debit or credit to your Account, even if doing so results in your Account becoming overdrawn. If we temporarily reopen your Account, we may exercise our discretion to return any debit or credit that is received to your Account while your Account is temporarily reopened.

Alternatively, if we receive a debit or credit to your Account after it is closed, we may, in our sole discretion, return to the payee any debit or return to the originator any additional deposits or electronic credits (including, but not limited to, Social Security, pension payments and automatic payroll deposits), and you will be liable for any associated charges or fees.

### **Governing Law**

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

### **Disclosures**

In connection with your Account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies and revisions shall be considered to be a part of this Agreement.

### **Other Services**

If you use other services (for example, Online Banking, direct deposit, ATM, etc.) in connection with your Account, and there is any inconsistency between the terms and conditions of the agreement for those services and this Agreement, then the terms and conditions stated in the agreement for the additional services shall control, but only to the extent necessary.

## **INTEREST PAYMENT AND BALANCE COMPUTATION**

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

Interest on all consumer interest-bearing checking, savings and money market deposit accounts is compounded monthly and credited on the last day of each monthly statement period. For Savings accounts with quarterly statements interest is credited on the last day of each calendar month. If you close your account before interest is credited, you will not receive the accrued interest.

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day. The daily periodic rate is 1/365 of the interest rate, or we may use 1/366 in a leap year. Tiered-rate accounts earn interest on the entire account balance each day at the interest rate and annual percentage yield in effect for the appropriate balance tier. Interest begins to accrue no later than the business day we receive credit for the deposit of checks and other non-cash items. Interest does not accrue on balances under \$1.00.

Unless stated otherwise, the term "month" means monthly statement period.

If you use the combined average monthly balances in your qualifying checking account(s) to avoid the monthly service charge on a Performance Checking or Performance Select Checking account, then on the statement date of your Performance Checking or Performance Select Checking account, we review the average monthly balance for each related account for the current statement period.

The average monthly balance is calculated by adding the collected balance in each of your related accounts for each day of the current statement period and dividing that figure by the number of days in the current statement period.

## ARBITRATION PROVISION

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

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

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

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

### **Definitions**

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

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

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

Notwithstanding the foregoing, the term “Claim” excludes: (a) any dispute or controversy about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof, including the Class Action Waiver and Public Injunctive Relief Waiver below (a court will decide such disputes or controversies); and (b) any individual action brought by either party in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. After a Claim is filed with the arbitration administrator, but before an arbitrator is formally appointed to a Claim, a party may send a written notice to the opposing party and the administrator stating that the Claim is within the jurisdiction of small claims court (or an equivalent court) and requesting that that court decide the Claim. Upon receipt of that notice, the administrator will administratively close the case without requiring the payment of filing or any other administrative fees.

### **Arbitration Procedures**

**Electing Arbitration of Claims.** Except if you opt out as provided below, you or we may elect to arbitrate any Claim. The election may be made by submitting a written Notice of Arbitration (“Notice”) in accordance with the terms herein. Or, if a lawsuit asserting a Claim is filed in court, the other party may elect arbitration in the lawsuit (for example, a motion by the defendant to compel arbitration). If you or we commence litigation of a Claim, neither you nor we waive our right to elect to arbitrate any counterclaim or other Claim that you or we may make.

**Notice Requirements.** If you or we elect to arbitrate a Claim, the claimant must provide the other party with written Notice before commencing arbitration. Notice to us shall be sent to PNC Bank, N.A., Legal Department, PNC Tower (18th Floor), 300 Fifth Avenue, Mailstop: PT-PTWR-18-1, Pittsburgh, PA 15222, Attn: Notice of Arbitration (the “Notice Address”). Our Notice to you shall be sent to the most recent address for you in our files. The Notice must be clearly marked “Notice of Arbitration” and contain the claimant’s name, telephone number, mailing address, e-mail address, the Account number of any Account at issue, a description of the nature and basis of the dispute, the relief sought by the claimant, and the

claimant's signature. To safeguard your Account, if you have retained counsel to submit the Notice, your Notice must include your signed statement authorizing us to share information about the Account and the Claim with your counsel.

The noticing party must provide the other party 45 days from receipt of the Notice in order to provide the parties a meaningful opportunity to resolve the dispute in an informal, prompt, mutually beneficial manner. During this period, any applicable statutes of limitations or contractual limitations periods will be tolled. The arbitration administrator may not accept or administer an arbitration nor assess fees until the expiration of the 45-day period. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

**Arbitration administrator and rules.** The arbitration will be administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. The AAA rules and forms may be obtained by contacting AAA at 1-800-788-7879 or visiting [www.adr.org](http://www.adr.org). AAA will apply its rules and codes of procedures in effect at the time arbitration is elected including, if applicable, AAA's Supplementary Rules for Multiple Case Filings. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, the parties may agree on another administrator or, if there is no agreement, a court with jurisdiction may appoint one. The arbitrator may, as appropriate, hold hearings in person, by telephone or videoconference, or decide Claims based on papers submitted by the parties. Any in-person arbitration hearing will take place in a venue in the county where you reside unless you and we agree otherwise.

**Arbitration costs.** The parties shall pay filing, administrative, and arbitrator fees in accordance with the administrator's rules, unless applicable law requires a different allocation. This means that you will be responsible for paying your share of the administrator's filing fees unless you obtain a waiver of fees from the administrator. However, if you send us a written signed request at our Notice Address requesting that we pay your share of the fees and stating that you tried but were unable to obtain a fee waiver after submitting the documentation required by the administrator, and if your request is made in good faith, we will pay or reimburse you for your share of the filing fees charged by the administrator.

**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, evidentiary privileges, and applicable substantive law that a court would apply if the matter were pending in court. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

**The arbitrator's decision and award.** 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 (including statutory awards of attorneys' fees) available under applicable law, as limited in the Class Action Waiver and Public Injunctive Relief Waiver below, in an individual action brought in court. If the arbitrator finds that you or we have violated the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927, if permitted by applicable law, the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires.

**Effect of arbitration Award; appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of judicial review provided by the Federal Arbitration Act.

### **Federal Arbitration Act**

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

### **CLASS ACTION WAIVER**

**If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (except for co-account owners). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief (including damages, restitution, or declaratory relief) that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from this Arbitration Provision. If (after exhaustion of all appeals) a court finds that this Class Action Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**



## **PUBLIC INJUNCTIVE RELIEF WAIVER**

If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an arbitrator be permitted to issue a public injunction.

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

In the event of a conflict between the provisions of this Arbitration Provision and the AAA 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 or Public Injunctive Relief Waiver. This Arbitration Provision shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of the Agreement, and (2) survive any bankruptcy to the extent consistent with applicable bankruptcy law.

### **RIGHT TO OPT OUT**

**You may opt out of arbitration by sending us a written notice (the "Opt Out Notice"). To be effective, an Opt Out Notice must (1) include the Account holder name, address, phone number, and Account number(s); (2) state that you are opting out of the Arbitration Provision in your Account Agreement for the listed Account numbers; (3) be sent to us at PNC Bank, Attn: Arbitration Opt Out, P.O. Box 535229, Pittsburgh, PA 15253-5229; (4) be signed personally by all account owners; and (5) be postmarked within forty-five (45) days after either (i) the date we first delivered or otherwise provided you with an arbitration provision, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Your decision to opt out will not affect any other term in this Account Agreement. If the Arbitration Provision of your Account Agreement has already been delivered or otherwise made available to you, amendments to your Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.**

## **SUBSTITUTE CHECK POLICY DISCLOSURE**

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### **SUBSTITUTE CHECKS AND YOUR RIGHTS**

#### **(IMPORTANT INFORMATION ABOUT CONSUMER CHECKING AND MONEY MARKET ACCOUNTS)**

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

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

#### **What are my rights regarding substitute checks?**

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

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

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

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

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

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

- By phone at 1-888-PNC-BANK (1-888-762-2265). For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.
- Write us at: PNC Bank/Adjustments, P7-PFSC-02-C, 500 First Avenue, Pittsburgh, PA 15219
- Or contact us via Online Banking or the Mobile Banking App.

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

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: account number, check number, amount of the check, date the check was paid or posted to your account, the reference number for the check (if known), name of the person to whom you wrote the check, and any other pertinent information.

## **CONSUMER FUNDS AVAILABILITY POLICY**

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### **Introducing Our Funds Availability Policy**

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

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

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

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

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

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

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

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

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

### **Initial \$100 of Your Deposit**

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

**Same-Day Availability**

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

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

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

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

**Next-Day Availability**

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

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

**Large Dollar Deposits**

If your total deposits of checks, excluding the items listed in the “Items Excluded from Large Dollar Deposit Calculation” section later in this Policy, on any one business day, prior to our cut-off time, equal or exceed \$50,000, then, \$100 of any deposit will be available on the evening of your deposit to pay checks or items that are presented to us that evening for posting, an additional \$125 will be available the first business day after the business day of your deposit for all purposes, and any remaining funds will be available the second business day after the business day of deposit for all purposes.

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

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

Monday	Tuesday	Wednesday
Day of deposit	1st business day	2nd business day
●		●
Check is deposited – initial \$100 available in posting	Additional \$125 is available for all purposes	Deposit is fully available for all purposes

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

- a. Cash;
- b. Wire transfers;
- c. Electronic deposits;
- d. Check deposits approved using PNC Express Funds;
- e. The initial \$100 of any deposit;
- f. Checks and money orders drawn on PNC Bank;
- g. U. S. Treasury checks payable to you;
- h. Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Service money orders payable to you;

- i. State and local government checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office;
- j. Non-PNC Bank cashier's, certified and teller's checks that are payable to you, if you use a special deposit ticket available upon request at a PNC Bank branch office.

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

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

When you open a new High Yield Savings account through PNC Online Banking, we will place an initial hold on the account for a period that will not exceed 5 business days, beginning with the business day on which your online application is completed (or next business day if application completed on a non-business day). Deposits made during this period will not be available during this period for any purpose. When the initial hold is removed from your account, funds from your deposits, including deposits made during the initial hold period, will be available according to the other provisions of this Policy.

### **Special Rules for New Account Holders**

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

- A. Funds from travelers checks deposited with a special deposit ticket, funds from deposits outlined as items "f" through "j" in the "Items Excluded from Large Dollar Deposit Calculation" section above, and \$125 from deposited checks or items will be available on the first business day after the business day of your deposit for all purposes.
- B. Funds from checks will be available on the second business day after the business day of your deposit for all purposes.

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

### **Longer Delays May Apply**

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

- We believe a check you deposited will not be paid.
- You deposit checks totaling \$50,000 or more on any one business day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as a failure of communications or computer equipment.

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

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

### **Refusal of a Deposit**

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

### **Accelerated Availability**

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

### **Endorsement**

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

### **Your Responsibility**

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

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

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

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

### **CONSUMER ELECTRONIC BANKING AGREEMENT**

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

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

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

- (i) The Account Agreement for Personal Checking, Savings and Money Market Accounts ("Account Agreement") for general rules and regulations
- (ii) The PNC Bank Online Banking through Quicken®, Online Banking Transfer Funds and PNC Payment Services, and/or Online Bill Pay Services Agreement for information concerning use of these services (if you have selected any of these services)
- (iii) The Consumer Schedule of Service Charges and Fees for information related to charges for these services or the right to use these services
- (iv) The Consumer Funds Availability Policy for information concerning the availability for withdrawal of deposits that have been made by electronic or other method to your PNC Bank account(s)
- (v) The Telephone Transfer Authorization Agreement terms and conditions for information concerning use of that service (if you have selected this service)
- (vi) What You Need to Know about Overdrafts and Overdraft Fees for information concerning our overdraft policy on different types of transactions.

### **Definitions**

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

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

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

### **Disclosures of your rights and obligations**

#### Consumers' Liability for Unauthorized Transactions

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

Tell us AT ONCE if you believe your card and/or Personal Identification Number ("PIN") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your checking or savings accounts to which you have access, plus your maximum overdraft line of credit or the balance in any other account connected to your account for overdraft protection. If you tell us promptly after you learn of the loss or theft of your card or an unauthorized transaction, you will not incur any loss or liability if someone used your card or made a transfer without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfer if you had told us in time.

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

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

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

Note: Some of the services described in this paragraph may not be available at all ATMs. Please check the ATM machine for specific services offered.
  - b. If you have a checking account connected to your card, you may use your card and your PIN to make purchases at merchants who have agreed to accept the card for PIN purchases.

- c. If your card is a PNC Bank Visa® Debit Card, you may use your Debit Card to make Non-PIN purchases at any merchant where Visa® is accepted.
  - d. If your card is a PNC Bank Visa® Debit Card, you may also obtain cash from your linked checking account at any Visa® member bank which provides you the ability to make PIN and/or Non-Pin transactions.
  - e. If your card is a PNC Bank Visa Debit Card, the card may be used to transmit funds to and from your linked account. These types of fund transfers may only be originated at participating member Visa banks.
3. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to do the following:
    - a. Pay for purchases
    - b. Pay bills
  4. There are maximum limits on the total amount of ATM withdrawals, PIN transactions or purchases, and Non-PIN transactions or purchases that you may make using your card in any calendar day. The amounts of these maximum limits will be disclosed to you when you receive your card. You may call us at the telephone number shown at the end of this disclosure statement if you need additional information on your limits. Additionally, you may be able to withdraw cash only in certain multiples, as indicated at each ATM. There may also be limits on the amount of total ATM deposits you may make using your card in any calendar day.
  5. Use of your card and/or PIN is also subject to the following limitations:
    - a. You may not be able to make deposits at ATMs located outside of the state where your bank of account is located.
    - b. If you have signed an agreement authorizing PNC Bank to honor telephone requests to transfer money between any of your checking or savings accounts, you can transfer funds by calling us at the phone number shown at the end of this disclosure statement, subject to the following:
      - (i) For PNC Bank savings accounts of any kind, you may make unlimited withdrawals by mail, by ATM or in person; however, transaction fees will apply to your account if you exceed a total of six (6) preauthorized, telephone or automatic transfers to other accounts or third parties by use of your card or similar payment order payable to a third person during each monthly service charge period.
      - (ii) We reserve the right to prevent transfers which exceed the above limits or to monitor these transfers after they occur. We also reserve the right to suspend enforcement of these transaction limitations, or to modify them, at our discretion.
    - c. You may not use your card or PIN to perform transactions on internet gambling sites.
    - d. You may not pay for purchases at a point of sale terminal or otherwise from your savings account.
    - e. For security reasons, there may be other limits imposed on the number of deposits, withdrawals or purchases you can make and the amounts you can deposit, withdraw or purchase within any period. Note also that the limits on your use of your card may be different at terminals owned by institutions other than us.
    - f. There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit (see the Consumer Funds Availability Policy for more information).
  6. Contact us if you plan to travel and will be using your PNC Visa Debit Card outside the United States.

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

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

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

1. You can get a receipt at the time you perform a transfer with your card.
2. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the phone number shown at the end of this disclosure statement to find out whether or not the deposit has been made.

3. You will get a checking or money market account statement monthly. You will also get a monthly savings account statement unless there were no transfers to or from your savings account in a particular month. In any case, you will get the savings account statement at least quarterly.

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

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

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

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

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

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

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

### **Disclosure of Bank's liability for failure to make transfers**

If we do not complete a transfer to or from your account on time or in the correct amount in accordance with the General Provisions section below, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

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

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

- a. Where it is necessary for completing transfers
- b. In order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution
- c. In order to comply with government agency or court orders, or investigations or examinations by our bank regulators



- d. In the investigation or prosecution of alleged fraudulent activity concerning your accounts
- e. If you give us your permission
- f. As you may have otherwise authorized in other agreements with us

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

Visit a branch, inquire through Online Banking, call the telephone number, or write us to the address shown at the end of this disclosure statement as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

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

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

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

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

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

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

### **General provisions**

1. The signing of a signature card, your request for a card, the use of a card, the use of Online Banking services and/or the use of Online Banking through Quicken® shall mean that you agree to the content of this Agreement and to any modification thereof. Any such modification shall become effective and be binding 15 calendar days (or such later time if required by law) after notice of the modification is posted in our banking centers, or by such other method of notice as we may deem appropriate or as may be specifically required by applicable law.
2. If you enter into an agreement with someone other than us to have direct deposits made into your account or to have automatic payments made from your account, we will not be obligated to you to accept such deposits or to make such payments and may at our option reject them unless we have received notification in advance satisfactory to us regarding such deposits or payments. Certain types of deposits, including but not limited to checks that are second endorsed or are not properly endorsed, cannot be accepted at our ATMs. We reserve the right to reject such deposits. Notwithstanding the foregoing, we reserve the right to refuse or to return all or part of a deposit at any time.
3. Final credit of all transfers, deposits and payments made by you at an ATM is subject to verification by us of the actual amounts deposited and paid (including conversion rates for foreign currencies), notwithstanding the figure shown on the receipt you received at the time of deposit or payment. Funds from any deposits (cash or check) made by you at the ATM will be available to you pursuant to the terms and conditions of the Consumer Funds Availability Policy, which is included in your account information package. Where available, any bill payment made at an ATM shall be subject to verification of the amounts deposited for payment, and shall not be delivered to the payee until such verification is completed, which, along with the time necessary for transmittal of the payment to the merchant, may take up to three (3) business days.

4. Other loans made to you as a result of transactions by you at an ATM (such as an advance from your overdraft line of credit, if you have one) are repayable, together with all charges or fees due on such advances or loans, as provided in the terms and conditions of your loan agreement, as it may be amended from time to time.
5. Your card may, but need not, be retained by any ATM or merchant in the following circumstances:
  - a. The PIN is wrong after repeated attempts.
  - b. Your card was reported lost or stolen.
  - c. Your card was closed for misuse.
  - d. All of your accounts have been closed.
  - e. Your card expired, was replaced or not used within a two-year time period.
  - f. The machine is not operating properly.
6. We may refuse to issue a card to you, or to reissue a card to you if you have previously had one. Each card issued by us remains our property, is not transferable and may be cancelled, revoked, or limited by us at any time without notice. In the event of cancellation or revocation, your card must be surrendered to us upon demand. If you attempt to use your card after it has been cancelled or revoked it will be retained. For your protection, your card also may be retained in situations where it appears to us that there is or may be a danger of loss, theft or unauthorized use.
7. No electronic fund transfer may be made and no transfer that you attempt to initiate will be completed if your card is damaged, has expired, has been cancelled or revoked or is retained for any reason, or if your account has been closed.
8. Upon receipt of a request for authorization of a transaction that you will make with your card, you authorize us to deduct the amount immediately from the available balance in your account. You agree that you may not place stop payment orders on any transaction originated by use of a card, except for arrangements made with payees and/or merchants for preauthorized recurring payments.
9. You may not be able to use your card to make withdrawals from or transfers between your accounts, or make deposits to your savings account in the following cases:
  - a. Your checking account is overdrawn.
  - b. You have reached, or your request would exceed, any withdrawal or transaction limits that apply to your account.
  - c. You exceed your overdraft line of credit or otherwise are not in good standing with regard to the use of your card.
10. We reserve the right at any time and without notice (except as may be required by the federal Electronic Fund Transfer Act) to eliminate any or all of the services that currently are available to you by use of your card or other electronic methods or to add new services.
11. To the extent applicable, the Account Agreement for Personal Checking, Savings and Money Market Accounts ("Account Agreement") with us also applies to any consumer electronic fund transfers made from or to your accounts by use of your card or other electronic method. This Agreement will control, however, in the event of any conflict between the Account Agreement and this Agreement.
12. We may, from time to time, limit the type, number and dollar amounts of any transfers made by use of a card, notwithstanding the amount in your accounts, and terminate or suspend the operation of any or all cards, ATMs or merchants, without notice unless otherwise required by law or regulation.
13. You agree to promptly notify us in the event your card is lost or stolen, or if you suspect any unauthorized use of your card. **YOU AGREE NEVER TO WRITE YOUR PIN ON YOUR CARD OR KEEP ANY WRITTEN RECORD OF IT IN PROXIMITY TO YOUR CARD.**
14. If you have contracted with us for automated bill payment services, please refer to the Online Banking Transfer Funds and PNC Payment Services, Online Bill Pay Services Agreement and/or Online Banking through Quicken® Agreement.
15. Where you have authorized any other person to use your card in any manner, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until you have notified us in writing that you have revoked the authorization, and have taken all other necessary steps to revoke it.
16. The card that we have issued to you in connection with your personal checking or savings account, and is subject to the terms and conditions of this Agreement, may be used only for personal purposes, and may not be used for any business transfers. If any of the accounts used with your card are changed from personal to business purposes, you must notify us immediately and surrender your card.

17. You agree the card that we have issued to you will not be used for any illegal transfer(s).
18. This Agreement shall be governed by the laws and regulations of the United States of America and, to the extent that state law applies, the laws of the state where our principal office is located.

#### *Basic Safety Precautions for ATM Use*

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

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

1. For PIN and Non-PIN transactions, ATM transactions and/or banking machine disputes and electronic check conversions:

Call us: 1-888-PNC-BANK (1-888-762-2265) For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

Write us: PNC Bank Debit Card Services  
500 First Avenue, 4th Floor  
Mailstop: P7-PFSC-04-M  
Pittsburgh, Pennsylvania 15219

2. For Online Banking services and/or Online Banking through Quicken® disputes:

Call us: 1-888-PNC-BANK (1-888-762-2265)  
For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

Write us: PNC Bank Debit Card Services  
500 First Avenue, 4th Floor  
Mailstop: P7-PFSC-04-M  
Pittsburgh, Pennsylvania 15219

3. For ACH transaction disputes:

Call us: 1-888-PNC-BANK (1-888-762-2265)  
For our Deaf and Hard-of-Hearing Customers PNC accepts Telecommunications Relay Service (TRS) calls.

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

## **OVERDRAFT PROTECTION AGREEMENT**

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

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

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

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

The order of payment may affect the total number of items paid and/or returned and/or the amount of overdraft fees charged.

- B. At such time or times that PNC Bank determines that the PROTECTED ACCOUNT has insufficient funds, PNC Bank will transfer to the PROTECTED ACCOUNT an amount sufficient to pay all items creating the insufficient balance first from funds or credit available in the first designated PROTECTING ACCOUNT, and, if an overdraft still exists, from funds or credit available in the second PROTECTING ACCOUNT, if a second PROTECTING ACCOUNT has been designated. If the PROTECTING ACCOUNT is a line of credit or credit card account, the amount transferred will be rounded upward to the next whole dollar. In rare circumstances, the amount transferred may overdraw the PROTECTING ACCOUNT if transactions are posted to the PROTECTING ACCOUNT after the transfer amount has been determined.
  - C. If the PROTECTING ACCOUNT is a deposit account, PNC Bank will transfer the exact amount of the overdraft from the PROTECTING ACCOUNT. If the PROTECTING ACCOUNT is a line of credit or credit card, PNC Bank will not make any automatic transfer in amounts less than \$50.00.
  - D. This is not an extension of credit. If the PROTECTING ACCOUNT is a deposit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if such a transfer will exceed the funds available in the deposit account. If the PROTECTING ACCOUNT is a credit card account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the credit card account is in default, if your right to use the credit card account is closed or suspended, or if the transfer would exceed the credit card account's cash advance limit. If the PROTECTING ACCOUNT is a line of credit account, PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will cause the balance on the line of credit account to exceed the Maximum Credit. PNC Bank shall not be obligated to transfer funds to the PROTECTED ACCOUNT if the transfer will in any way violate the terms of the agreement(s) which governs the PROTECTING ACCOUNT(S). Finally, a scheduled transfer between PNC accounts will not be processed if the account (checking, savings, or money market) from which the funds are being transferred does not have sufficient funds, even if that account is set up with overdraft protection.
  - E. Balances for all types of PROTECTING ACCOUNTS are available for nightly processing of items, for transactions process by branch tellers, and for point of sale or ATM online authorizations.
  - F. I/we may from time to time contact PNC Bank to request a modification of this agreement by adding or substituting a different account as PROTECTING ACCOUNT 1 or 2. PNC Bank reserves the right to accept such modification of this Agreement or to require that a new Agreement be executed.
2. I/we understand that if any PROTECTING ACCOUNT is a line of credit or credit card account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the line of credit agreement or credit card agreement, as applicable, including all rules, fees and other disclosures made with the agreement as well as any applicable fees set forth in PNC Bank's Consumer Schedule of Service Charges and Fees. If the PROTECTING ACCOUNT is a credit card account, this credit card may be a PNC branded card issued by a third party card issuer, and I authorize PNC Bank and such issuer to share information necessary to process my overdraft protection transactions and administer this overdraft service. I authorize PNC Bank to update the credit card account number for my PROTECTING ACCOUNT if such issuer provides PNC Bank with a new credit card account number for me/us.
3. I/we understand that if any PROTECTING ACCOUNT is a checking, savings or money market deposit account, any transfers that are made from such an account for purposes of overdraft protection will be subject to the terms of the Account Agreement for Personal Checking, Savings and Money Market Accounts, and PNC Bank's Consumer Schedule of Service Charges and Fees, together with any other disclosures provided in connection with the account. I/we understand that transfers made from any checking, savings or money market deposit account will count toward any applicable transaction limitations set forth in the Account Agreement for Personal Checking, Savings and Money Market Accounts, including limitations on preauthorized transfers (including telephone and automatic transfers) each monthly service charge period.
4. This authorization may be modified and/or terminated at any time by PNC Bank upon notice to me/us and I/we understand that it will terminate automatically without notice if all PROTECTING ACCOUNTS are closed. If any

PROTECTING ACCOUNT is a Home Equity Line of Credit account, then this authorization with respect to such account may not be terminated by PNC Bank except in accordance with my/our Home Equity Line of Credit account agreement.

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

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

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

Who we are	
Who is providing this notice?	PNC Bank, National Association; PNC Investments, LLC; PNC Capital Advisors, LLC; PNC Capital Markets, LLC; Harris Williams, LLC; PNC Delaware Trust Company; PNC Ohio Trust Company; PNC Alternatives Solutions, LLC
What we do	
How does PNC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  Additionally, PNC requires and trains its employees to comply with its privacy standards and policies, which are designed to protect customer information.
How does PNC collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>open an account or deposit money</li> <li>pay your bills or apply for a loan</li> <li>use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account, unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>Our affiliates include companies with the PNC name, and financial companies such as Harris Williams, LLC.</i></li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li><i>PNC does not share with non-affiliates so they can market to you.</i></li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li><i>Our joint marketing partners include mortgage and lending companies, insurance companies, and other companies that provide financial products and services.</i></li> </ul>
Other important information	
<p><b>All statements to Federal Law mentioned above reference U.S. Federal Law. California and Vermont:</b> If your account has a California or Vermont billing address, we will automatically limit sharing your information with affiliates and non-affiliates or for joint marketing with other financial companies. <b>Nevada Residents Only:</b> This notice is provided to you pursuant to state law. To stop marketing calls from us follow the directions in the section "To limit our sharing" to be placed on the PNC do not call list. Nevada law requires that we also provide you with the following contact information: Office of the Nevada Attorney General; telephone: 1-775-684-1100; online: <a href="http://ag.nv.gov/Complaints/File_Complaint/">ag.nv.gov/Complaints/File_Complaint/</a>. PNC Information Sharing Options; telephone: 1-800-762-2118, via PNC Online and Mobile Banking under Privacy Preferences. <b>Important information about phone calls, texts, prerecorded and email messages:</b> If, at any time, you provide to PNC Bank, its affiliates or designees (PNC) contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any PNC personal account(s) and business account(s) (for which you are an authorized signer, guarantor or designated contact person) but not to market to you. For any type of phone calls with PNC, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC.</p>	