

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

**Updated August 2021**

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

### **CONSUMER ELECTRONIC BANKING AGREEMENT**

The following terms, conditions and disclosures are made to you to explain electronic banking at PNC Bank. They govern all consumer electronic banking transactions, including those made by use of your PNC Banking Card or PNC Bank Visa® Debit Card, if you have one, as well as through PNC Bank Online Banking or Online Banking through Quicken®, if you have selected any of these services. Some examples include the following: (i) Transactions at automated teller machines (ATMs) (ii) Purchases from merchants made by using your card (iii) Transferring funds or paying bills through Online Banking and Bill Pay and/or Online Banking through Quicken® (iv) Automated Clearing House (ACH) transfers (v) Electronic Check conversions (vi) Any other fund transfers to or from your account(s) that you pre-authorize, such as direct deposits and automatic payments to or from your account(s), if such transfers are made electronically. You should also refer to certain other documents for terms and conditions relating to your account(s): (i) PNC Virtual Wallet Fine Print: "What You Need to Know" ("Account Agreement") for general rules and regulations (ii) The PNC Bank Online Banking through Quicken®, Online Banking Transfer Funds and PNC Payment Services, and/or Online Bill Pay Services Agreement for information concerning use of these services (if you have selected any of these services) (iii) The Virtual Wallet, Virtual Wallet Student, Virtual Wallet with Performance Spend, Virtual Wallet with Performance Select or Virtual Wallet Checking Pro Features and Fees for information related to charges for these services or the right to use these services (iv) The Consumer Funds Availability Policy for information concerning the availability for withdrawal of deposits that have been made by electronic or other method to your PNC Bank account(s) (v) The Telephone Transfer Authorization Agreement terms and conditions for information concerning use of that service (if you have selected this service) (vi) What You Need to Know about Overdrafts and Overdraft Fees for information concerning our overdraft policy on different types of transactions.

### **Definitions**

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

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

### **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 NonPIN 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 NonPin 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 NonPIN 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; you may, however, make no more than a total of six (6) preauthorized, telephone or automatic transfers to other accounts or third parties by use of your card or similar payment order payable to a third person during each monthly statement period. (ii) We reserve the right to prevent transfers which exceed the above limits or to monitor these transfers after they occur. Where we observe that the number of transfers exceeds the above limits, we will contact you for corrective action. We also reserve the right to suspend enforcement of these transfer limitations, 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**

Call the telephone number, write us or send an email to the address shown at the end of this disclosure statement as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. 1. Tell us your name and account number (if any). 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (for verified unauthorized Non-PIN transactions, within five (5) business days), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days, (for PIN point-of-sale transactions and/or NonPIN transactions up to 90 calendar days) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (for verified unauthorized Non- PIN transactions, within five (5) business days) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account or we may reverse any credit previously made to your account. (NOTE: Please see the Special Rules for New Accounts and Special Rules for Foreign Initiated Transactions sections below for additional information.) We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any credits made and will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

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

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

### **General provisions**

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