PNC BANK

ACCOUNT AGREEMENT FOR SMART CHOICE COLLEGE SAVINGS PLAN: MONEY MARKET SAVINGS

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Effective July 26, 2026

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ACCOUNT AGREEMENT

Welcome

We have prepared this Account Agreement ("Agreement") to define the rules of the relationship between you and PNC Bank ("PNC Bank," "we" or "us") regarding your Smart Choice College Savings Account ("CSA") Money Market Savings Account (your "Account.") Please read this Agreement and keep it for future reference. When you open your Account, or when you executed the Account Application, or received and agreed to the Participation Agreement, the College Savings Account Plan Disclosure Statement, or the Smart Choice College Savings Application and Rate Disclosure, or when you electronically acknowledged your agreement to any of the foregoing while opening a CSA or your Account online, or use/used the Account, you and we agree to be bound by the CSA Plan Disclosure Statement ("PDS"), this Agreement, any supplements to the PDS or this Agreement, and the terms of any account-related products or services as applicable (collectively your "CSA Account Documents"). You further have acknowledged that you read the CSA Account Documents. If there is a conflict between the CSA Account Documents and something said by an employee or officer of PNC Bank, the terms of the CSA Account Documents will prevail.

PLEASE READ CAREFULLY THE ARBITRATION PROVISION LOCATED ON PAGES 11, 12 & 13.

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).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.

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.

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.

PNC 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.

Account Security

If you wish to report any irregularity with respect to your Account, you should contact PNC Bank 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.

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.

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?* We may exchange information concerning you or your transactions among us, our affiliates and companies providing services to us. You agree to cooperate in any recordkeeping and reporting which we believe is necessary to fulfill government or legal requirements. This Account may not be assigned or transferred without the prior written consent of PNC Bank.

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 time, you authorize PNC Bank and its affiliates and designees to contact you regarding your Account(s) with PNC Bank 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.

Obtaining Consumer Reports

You authorize us to obtain consumer reports about you from third parties such as consumer reporting agencies for purposes of verifying your identity and evaluating your eligibility for this Account. If the Account is jointly held, we will also obtain consumer report information about any joint owner(s). We may also obtain such reports to service and maintain the Account. By opening this Account, you consent to us obtaining and using these reports as described.

Deposits

You may deposit funds into your Account by any method provided to you in accordance with the Supplement to this Agreement.

You should not mail deposits of currency or coin. 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 refuse or return all or part of a deposit at any time. All deposits are accepted by us subject to verification. You should retain your copy of any other document that evidences your deposit, including your receipt. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt.

We reserve the right to make adjustments, by debiting or crediting your Account, for computational, transactional, or other errors related to your Account. We may remove funds from your Account when we make adjustments.

All non-cash deposits are posted to your Account subject to our receipt of final payment. 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 receive notice that an item is being returned to us unpaid, 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.

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.

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.

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.

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 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.

Withdrawals

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) 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 pursuant to our funds availability policy.

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.

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 allow a withdrawal you have requested, or if we allow a withdrawal that overdraws your Account, or when we impose a fee in connection with either of these events.

If you request a cash withdrawal at a branch, 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 (if check writing is available on your Account), 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.

If check writing is available on your account, you agree that 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.

New Accounts

During the first 180 days after account opening, we will place a hold on the entire account balance when you make a cash or check deposit(s) into your Account. The hold will be removed up to 12 calendar days from the date of your deposit. If you make a cash or check deposit during the time your balance is on hold, an additional hold will be placed that will be removed up to 12 calendar days from the date of your deposit.

Effective October 25, 2026, we will place a hold on cash, check, and external electronic deposits made into your Account. The hold will be removed up to 12 calendar days from the date of your deposit.

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 Account and credited directly to your Account as stated in the section titled "Interest Payment and Balance Computation." We set interest rates at our discretion. We reserve the right to set interest rates based on the account, account type, customer, customer relationship, or channel in which the Account is opened. 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 by mailing the statement, in paper form, to the last postal address which you have specified for your Account.

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. You should keep accurate records of all of your transactions, but you should examine your statement for out-of-sequence check numbers, checks payable to cash, repeat check numbers, balance discrepancies, or unexpected fluctuations. 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. Please note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same person.

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.

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.

Reporting Negative Information to Consumer Reporting Agencies; Disputing Reported Information

We may report information about your Account to consumer reporting agencies. If the Account is jointly held, we may also report information to consumer reporting agencies 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 consumer 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

Amendment

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 any schedule of service charges and fees applicable to your Account (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 by mailing notice of the amendment and the amendment itself, in paper form, to the address on file for your statement. The amendment will generally appear on your monthly Account 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. 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. Your continued use of your Account following the effective date of an Amendment indicates your consent to be bound by this Agreement, as amended.

Waiver

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 PNC Bank officer and 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 only after 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 by providing a signed, written notice to PNC Bank, that written notice must be notarized and sent to the following required address: PNC Bank, P.O 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 Bank. PNC Bank 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.

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.

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 of Colorado. 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.

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

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 money market deposit accounts is compounded monthly and credited on the last day of each monthly statement period. 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.

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

Rate Information

Please refer to the Rate Disclosure for current interest rates and Annual Percentage Yields. Your interest rate and Annual Percentage Yield may change. At our discretion, we may change the interest rate on your Account at any time..

Balance to Earn Interest

Interest rate and Annual Percentage Yield tiers for your Account are as follows:

- $1.00 - $9,999.99
- $10,000 - $24,999.99
- $25,000 - $99,999.99
- $100,000+

Minimum daily balance required to earn the APY.

ARBITRATION PROVISION

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

YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.
This Arbitration Provision will apply to you and us 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, College Savings 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 1-800-778-7879 or visiting 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

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.

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: ● Social Security number and income ● Account balances and account transactions ● Credit scores and payment history
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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing	● Call 1-800-762-2118 — our menu will prompt you through your choice(s) ● Visit us online: www.pnc.com/privacy (Online Banking customers only) **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* 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.
Questions?	Call 1-800-762-2118

Who we are	
Who is providing this notice?	PNC Bank, National Association; PNC Wealth Management, LLC; PNC Capital Advisors, LLC; PNC Capital Markets, 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 ● open an account or deposit money ● pay your bills or apply for a loan ● use your credit or debit card 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 ● sharing for affiliates' everyday business purposes — information about your creditworthiness ● affiliates from using your information to market to you ● sharing for non-affiliates to market to you 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. ● *Our affiliates include companies with the PNC name, and financial companies such as PNC Wealth Management, LLC.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ● *PNC does not share with non-affiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ● *Our joint marketing partners include mortgage and lending companies, insurance companies, and other companies that provide financial products and services.*

Other important information

All statements to Federal Law mentioned above reference U.S. Federal Law. **California and Vermont:** 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. **Nevada Residents Only:** Nevada's telemarketing law requires PNC to inform you that to stop marketing calls from PNC, you will need to be placed on the PNC Do Not Call List. To be placed on the PNC Do Not Call List follow the instructions in the "To Limit Our Sharing" section of this notice. Nevada law requires that we also provide you with the following contact information: Office of the Nevada Attorney General; telephone: 1-702-486-3132; email: aginfo@ag.nv.gov; 100 North Carson Street, Carson City, NV 89701. **PNC Information Sharing Options:** telephone: 1-800-762-2118, via PNC Online and Mobile Banking under Privacy Preferences. **Important information about phone calls, texts, prerecorded and email messages:** 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). For any type of phone calls with PNC, your call may be recorded for security, fraud prevention, training, and quality assurance purposes. By providing your email address, you consent to receive electronic mail from PNC.