THIS AMENDED AND RESTATED UNIVERSITY CARD ROYALTY AGREEMENT (herein “Agreement”) is made and entered into by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (herein “University”), and The Huntington National Bank, as successor in interest to TCF National Bank, a national banking association (herein “Bank”) and became effective as of August 10, 2020. This Agreement replaces the University Card Royalty Agreement by and between the parties dated October 31, 2003 and all subsequent amendments thereto and the Affinity Agreement by and between the parties dated March 24, 2005 and all subsequent amendments thereto (the “Affinity Agreement”).

WHEREAS, University selected Bank to offer transaction accounts through automated teller machines and point-of-sale terminals at its Twin Cities and Duluth Campuses, and that can be used for the direct deposit of funds by University to the recipients; and

WHEREAS, Bank seeks to continue to establish new account relationships through affiliation with University; and

WHEREAS, final regulations have been adopted by the Secretary of the United States Department of Education (the “Secretary”) at 34 C.F.R. Part 668, as amended, that effectively amend Section 668.164 thereof, and were published in the Federal Register on October 30, 2015 effective as of July 1, 2016 (“Regulations”); and

WHEREAS, subject to any subsequent guidance that may be issued by the Secretary, for purposes of the Regulations, the parties intend to proceed as if University is a participating institution and the program operated pursuant to the Agreement is a Tier 2 arrangement; and

WHEREAS, the Regulations impose certain requirements on University with respect to Tier 2 arrangements (“Tier 2 Requirements”); and

WHEREAS, University and Bank wish to terminate the Affinity Agreement and incorporate the alumni and season ticketholder lists and royalties paid under that agreement into this Agreement.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Term.
   a. Initial Term. The term of the Agreement shall commence on January 1, 2004, and, unless terminated earlier as provided in Section 19 of this Agreement, shall terminate on December 31, 2023. Notwithstanding such date of termination, if both parties are engaged in good faith negotiations to amend and/or extend this Agreement, the term shall be extended on a month-to-month basis during such negotiations. References to the “term of this Agreement” contained herein shall mean the initial term together with any extension period. The word “Term” also includes the period of any Renewal Option Term. The
foresgoing notwithstanding, if the Naming Agreement between Bank and University, dated March 24, 2005, is terminated pursuant to Section 12.2(i) or 12.5(ii) at any time between January 1, 2014 and December 31, 2023, then the term of this Agreement shall terminated on December 31, 2023.

b. **Renewal Option.** Bank shall have the option to extend the Agreement for one (1) additional six-year term ending December 31, 2029 (the “Option Term”). Bank must give University notice of Bank’s intent to exercise Bank’s renewal option granted herein, which notice period will be no earlier than January 1, 2022 and no later than June 30, 2022. In order to exercise Bank’s renewal option granted herein, Bank shall give written notice of exercise to University in the manner provided in Section 23 and within the specified time period set forth in this subsection. In the event Bank gives timely notice and is not in default of its material obligations under the Agreement beyond applicable cure periods on both the date notice of exercise is given and December 31, 2023, and Bank also exercises its right to extend the term of all of the following agreements with the University through December 31, 2029: (a) ATM Lease Agreement dated October 31, 2003, as amended (for lease of the various locations on University’s Minneapolis/St. Paul campus for the purpose of maintaining and operating automated teller machines), (b) ATM License Agreement dated October 18, 2007, as amended (for license of the various sports facility locations on University’s Minneapolis campus for the purpose of maintaining and operating automated teller machines), (c) Lease Agreement dated March 24, 2005, as amended (for lease of premises located at 219 19th Avenue South, Minneapolis, Minnesota, known as the West Bank Union Skyway Building, and later changed to 300 Washington Avenue SE, Minneapolis, MN, known as Room G057 of Coffman Memorial Union), (d) Lease Agreement dated December 29, 2004, as amended (for lease of the premises located at 1208 Kirby Drive, Duluth, Minnesota, known as Kirby Plaza), and (e) Non-Exclusive License Agreement dated January 31, 2002, as amended (for license of a location at Kirby Student Center on University’s Duluth campus for the purpose of maintaining and operating an automated teller machine), then the option shall be deemed exercised and the Agreement extended for the Option Term. The Option Term shall be on the same covenants, agreements and conditions contained in the Agreement except that the Royalties paid to University during the Term and Option Term shall be as set forth in Schedule 3.01 attached hereto. Notwithstanding the foregoing, Bank shall not be permitted to exercise the option granted in this Section if the Naming Agreement between Bank and University was terminated by University pursuant to Section 12.2(i) of the Naming Agreement or as provided in Section 12.5(ii) of the Naming Agreement.

2. **Royalties to University.** Bank will make royalty payments to the University as provided in Exhibit A.

3. **Eligibility.** University shall provide Bank with access to Eligible University Students Data, University Faculty and Staff Members Data, at University’s Twin Cities and Duluth campuses (herein collectively “Campuses”) for marketing Bank’s services in accordance with this Agreement, which may include email and direct mail marketing. University will ensure Bank’s access to Eligible University Affinity Members Data, which are maintained by The University of Minnesota Foundation. Bank shall be responsible for the cost of its equipment and software to
receive data transmissions from University. Notwithstanding anything to the contrary contained
in this Agreement, University’s prior consent is required with respect to Bank’s marketing
materials and the frequency of Bank’s marketing activities, including via direct mail and/or email,
to Eligible University Community Members (once per semester).

4. **Campus Checking Account.** Bank will offer a depository account (“Campus Checking
Account”) to Eligible University Affinity Members, Eligible University Students, Eligible
University Faculty and Staff Members at University’s Campuses who have requested such an
account and who meet Bank’s usual account opening requirements for Campus Checking
Accounts; provided that for the avoidance of doubt, it is agreed that an account opened at an off-
campus branch that is not requested by the customer to be a Campus Checking Account is not a
Campus Checking Account for purposes of this Agreement, without regard to whether the
customer is enrolled at the University at the time the account is opened. Each Eligible University
Affinity Member, Eligible University Student, Eligible University Faculty and Staff Member that
opens a Campus Checking Account will referred to as an “Accountholder” in this Agreement. The
Campus Checking Accounts will, at a minimum, have the following features:

a. The Campus Checking Accounts will be transaction accounts (as defined in Federal
Reserve Board Regulation D), subject to Bank’s usual requirements for offering accounts. Some
individuals may not be eligible for Campus Checking Accounts due to prior negative
banking history or other account opening requirements as Bank may establish from time in
connection with applicable law or Bank policy. In such circumstances, Bank shall not offer
an Eligible University Student an alternative transaction account product.

b. Account statements for the Campus Checking Accounts will be delivered to
Accountholders at least monthly for accounts that have had activity during the month, and
for all other accounts in accordance with applicable regulations.

c. The Campus Checking Account’s terms and conditions, fee schedule and funds availability
schedule will be at least as favorable as the terms and availability offered to the same class
of the Bank’s other customers. Starting in October 12, 2021, Bank will offer Huntington 5
Interest Checking to Eligible University Community Members, with the option to offer
additional checking products (other than credit cards) to Eligible Affinity Members and
University Faculty and Staff Members to meet their financial needs. These accounts are
generally available to other Bank customers; however, monthly maintenance fees will be
waived for the Huntington 5 Interest Checking Account for Eligible University Community
Members. Bank may offer enhancements to its Huntington 5 Interest Checking accounts
where Bank deems it advisable to do so in order to gain wider acceptance of the product
across the markets it serves. Bank will make other services and discounts available to
Accountholders as described in Exhibit B. Any terms, services, discounts and other benefits
to an Accountholder described in this Agreement (including the exhibits to this Agreement)
may be discontinued upon expiration or termination of this Agreement. Any terms,
services, discounts and other applicable benefits to an Accountholder described in this
Agreement (including the exhibits to this Agreement) may also be discontinued twenty-
four (24) months after the Accountholder ceases to be an Eligible University Community
Member. An Accountholder who ceases to be, and then later becomes, an Eligible
University Community Member associated with the University may reapply for a Campus
Checking Account to receive the benefits provided for in this Agreement. University’s information materials relative to the benefits provided hereunder to its Accountholders will be submitted to Bank for review and approval prior to use and will disclose that such benefits will be for the time period provided for under this Agreement.

d. Bank will offer Accountholders a debit card and mobile payments that may be used to make electronic funds transfers to and from a Campus Checking Account as described in Exhibit E. Bank may, at its option, offer additional electronic funds transfer services or other similar services in connection with the Campus Checking Accounts. As between Bank and University, and except as otherwise provided in Section 6 of this Agreement, Bank assumes all risk associated with the issuance of debit cards.

e. All Campus Checking Accounts will be subject to the terms and conditions of applicable written account agreements between Bank and Accountholders, as such agreements may be amended from time to time in accordance with their respective terms; provided, however, that such terms and conditions may not contravene any term or condition of this Agreement.

f. Bank agrees to operate at least one branch in the city of Duluth, Minnesota within two (2) miles of campus throughout the term of this Agreement.

g. Bank shall, prior to opening a Campus Checking Account for a University enrolled student: (i) obtain such enrolled student’s consent to open a Campus Checking Account; (ii) obtain and record as part of the Accountholder’s record such enrolled student’s University email address (username@umn.edu) and (iii) inform such enrolled student in writing, or electronically for accounts opened online, of the terms and conditions of such Campus Checking Account (including listing and identifying the major features and commonly assessed fees associated with such Campus Checking Account). Bank shall only provide access devices to Accountholders in accordance with the requirements of Regulation E.

h. With respect to Campus Checking Accounts held by or offered to Eligible University Students and debit cards linked to such Campus Checking Accounts, Bank shall not market or portray such debit cards as credit cards or convert such cards into credit cards.

i. A list of the major features and personal account charges forms held by Eligible University Students is described in Exhibit B. In the event of any change to the information contained in Exhibit B, Bank will amend Exhibit B by providing University with written notice of any such change at least 30 days prior to the effective date of such change. Changes shall be made only as provided in this Agreement.

j. During the term of this Agreement, the following terms will apply to all Campus Checking Accounts held by Eligible University Students: (i) there will be no cost associated with opening a Campus Checking Account or initially receiving or validating an access device linked to such Campus Checking Account; and (ii) there will be no charges imposed on such Accountholders for withdrawals or balance inquiries executed through Huntington or TCF Bank-branded automated teller machines. Any other provision of this Agreement
notwithstanding, the foregoing terms in this clause 4(j) are not subject to change by Bank while the Accountholder is an Eligible University Students and the Bank will not otherwise amend or change the major features, fees or prices associated with Campus Checking Accounts held by University enrolled students without the written approval of University, unless the fees are being lowered or eliminated or new product functionality (that does not include credit cards or other extension of credit products) is being added. In the event of any conflict between this Section 4(j) and any other provision of this Agreement, this Section 4(j) shall control.

k. With respect to each Campus Checking Account held by an Eligible University Students, Bank shall open such Campus Checking Account in such student’s name (that is, the student’s name shall appear in the account title).

l. Notice of changes to terms, conditions and prices of the Campus Checking Accounts will be given by Bank to Accountholders when required under applicable law. Nothing herein prohibits Bank from closing any Campus Checking Account when the Accountholder is in default on an obligation to Bank or as may be appropriate consistent with applicable laws and regulations. For purposes of this Agreement, the Campus Checking Accounts shall be considered the same class of account as Bank’s other non-interest-bearing consumer checking accounts. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement will obligate Bank to pay an overdraft, or take the risk of overdrafts, for any Accountholder; provided, however, that Bank will not base its decision to pay or not pay an overdraft solely on an individual’s status as an Accountholder.

Nothing herein prohibits Bank from terminating check-cashing program privileges when the holder of such check-cashing card engages in any fraudulent activity, misuses the privileges or is otherwise in default on any obligation to Bank.

5. **Account Opening.** The Campus Checking Accounts may be opened by Bank anywhere permitted by applicable law and regulations, provided, however, that University shall have the right to determine where on the Campuses such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of promoting and opening Campus Checking Accounts. Bank may accept deposits to Campus Checking Accounts anywhere and by any means permitted by federal law, including Bank’s offices, correspondent banks, mobile branches and messengers, automated teller machines (“ATMs”) accepting deposits, and remote deposit capture through a mobile banking application; provided, that Bank shall not be permitted to accept deposits on the Campuses (except a branches and licensed ATMs) without University’s consent. Bank may, with the consent of University, but shall not be required to, accept deposits at the main U Card Office or other mutually acceptable locations on the Campuses during freshmen orientation and such other times as the University may permit.

    Bank will provide, at Bank’s sole expense, Campus Checking Account marketing materials to University for distribution via direct mail and/or email to incoming freshmen with other
orientation materials. University will include Campus Checking Account marketing materials with a link to Bank’s online account opening in any online orientation materials sent to incoming freshman. University will also include Campus Checking Account promotional materials in presentation and materials distributed during orientation sessions. Bank will be responsible for obtaining information from Accountholders in connection with Campus Checking Account openings. University will not have authority or ability to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a Campus Checking Account consistent with the requirements of any state or federal law that applies, or purports to apply, to Bank. Bank also has the right to refuse to open a Campus Checking Account where Bank, applying account-opening standards and procedures comparable to those used for the same class of Bank’s other customers, believes the Accountholder presents an unacceptable risk of loss to Bank, or Bank is unable to verify information in the Accountholder’s information provided during account opening.

6. **Compliance with Applicable Law.** Bank will be responsible for complying with all applicable federal banking regulations in offering, opening and servicing the Campus Checking Accounts. In connection with the disbursement or direct deposit of guaranteed student loan disbursements and other student financial aid into the Campus Checking Accounts, if any, University will comply with the Higher Education Act of 1964, the rules and regulations of the United States Department of Education and the applicable guaranty agency (including, without limitation, the Regulations), and other applicable laws and regulations.

7. **Reporting and Due Diligence.**

   a. University shall provide to Bank such reports as Bank may request in such format and with such frequency as may be reasonably necessary to enable Bank to comply with Bank’s obligations under this Agreement. Bank shall provide to University such reports as University may request in such format and with such frequency (but no less frequently than quarterly) as may be reasonably necessary to enable University to assess the type, amount, and frequency of fees charged to Campus Checking Accounts held by University enrolled students.

   b. Bank shall conduct reasonable due diligence reviews at least every two years and provide sufficient documentation to allow University to determine, as required by the Regulations, whether fees imposed on holders of Campus Checking Accounts issued to University enrolled students are, considered as a whole, consistent with or below prevailing market rates. Bank shall provide the documentation to University within 30 days following completion of the review, with the initial review being completed no later than March 31, 2021 and subsequent reviews being completed no later than every 24 months thereafter through the term of the Agreement.

   c. For any “Award Year” (the most recently completed school year for which financial aid is used to fund a student’s education, generally comprising the 12-month period beginning July 1st of the year and ending June 30th of the following year) commencing July 1, 2021 or later in which University’s enrolled students open 30 or more Campus Checking
Accounts with Bank: (i) University shall provide to Bank, no later than 10 days following
the completion of such Award Year, a report ("Report") showing the first and last name
and University email address (username@umn.edu) of all students who de-enrolled from
University since the completion of the previous Award Year; and (ii) Bank shall provide
to University, no later than 30 days following the completion of such Award Year,
information reasonably necessary for University to determine the number of enrolled
students who held a Campus Checking Account at any time during such Award Year and
the mean and median of the actual costs incurred by such enrolled students in connection
with such Campus Checking Accounts (or an estimate of such mean and median costs to
the extent estimates are permitted under the Regulations).

d. Bank shall provide to University, on a monthly basis, a written report of the number of
complaints Bank has received about Campus Checking Accounts made by University
enrolled students, as well as a description of the nature of the complaints and their
resolution.

e. Bank’s obligations under this Section 7 are in addition to any other reporting obligations
imposed on the Bank by this Agreement.

8. **Sponsorships.** During the term of this Agreement, Bank will be an official sponsor
of the University’s orientation programs funded directly through the royalties and marketing
payments to the University under this Agreement and an official sponsor of University activities
funded directly through the royalties and marketing payments to the University under this
Agreement. Bank, at its expense, will continue to provide premium gift for opening of account,
such as a sweatshirt or similar item.

Bank will commit up to $70,000 ($55,000 at Twin Cities Campus and $15,000 at UMD
Campus) per year for sponsorship of orientation programs and activities, amounts and programs
to be mutually agreed upon by Bank and University orientation offices. Sponsorship funds will
be used for activities and materials, such as logo placement on campus’ orientation materials,
websites, program t-shirts and jackets, lanyards, resource fairs, welcome week activities, student
life materials, etc. University will provide Bank a visible physical presence during orientation
sessions in Coffman Union and Kirby Student Center (outside of banking branches) to market
Campus Checking Accounts and answer banking questions.

Bank will commit up to $25,000 ($20,000 at Twin Cities Campus and $5,000 at UMD
Campus) per year for contributions to support Student and auxiliary group programs on campus
with amounts and distributions mutually agreed upon between University and Bank; provided that,
no single student group shall receive more than $500 and no single auxiliary group shall receive
more than $1,000 in any given year unless such individual request for additional funding is
mutually agreed upon in advance by Bank and University.

Bank will commit up to $15,000 ($10,000 at Twin Cities Campus and $5,000 at UMD
Campus) per year to support student life programming support, amounts and programs to be
mutually agreed upon by the parties.
Bank may sponsor additional campus programs or activities upon mutual agreement of the parties.

9. **Usage of University Name and Marks.** University hereby grants Bank for the term of this Agreement a personal, non-exclusive, non-sublicensable, royalty-free right and license to display the logos and marks identified in Exhibit C (collectively, the “University Marks”) on all print promotional and informational materials prepared by Bank in connection with this Agreement, at Bank’s expenses. All such promotional and informational materials must be submitted to University for approval before printing. University hereby grants Bank for the term of this Agreement a personal, exclusive, non-sublicensable, royalty-free right and license to offer (including offer for sale) checks and debit cards for Campus Checking Accounts utilizing the University’s Block M trademark. University hereby grants Bank for the term of this Agreement a personal, non-exclusive, non-sublicensable, royalty-free right and license to offer (including offer for sale) checks and debit cards utilizing the University’s Block M trademark to all of its other bank customers who do not have Campus Checking Accounts. Bank agrees that University is the owner of the design and layout of any check or card offered by Bank utilizing the University’s Block M trademark (each, a “University Design”). Bank agrees that the limited right hereunder to offer the University Design does not confer upon Bank any license right of ownership or any other legal interest in the University Design. Accordingly, Bank’s limited right to offer University Design for use on checks and debit cards and upon expiration or termination of this Agreement for any reason, Bank will immediately cease offering University Design. Bank’s proposed use of the University Marks (including use in University Designs) in each instance will be submitted for approval to the U Card Office and the U Card office shall work with Office of University Relations and other offices/units for final approval. University may withhold its approval for any or no reason at its sole discretion.

All use of the University Marks by the Bank must conform to Exhibit C and any specifications of University concerning University Marks and supplied to Bank, as such specifications may be amended by University from time to time upon notice to Bank. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University’s prior written consent.

Bank shall not contest, dispute, challenge, oppose or seek to cancel University’s right, title, and interest in and to the University Marks. Bank shall not prosecute any application for registration of the University Marks or seek to register the University Marks as a domain name or part of any domain name. Bank acknowledges that Bank shall not acquire any right, title, or interest in the University Marks by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by University Marks from Bank’s exercise of its license hereunder shall inure to the exclusive benefit of University. Bank shall not by any act or omission use the University Marks in any manner that disparages or reflects adversely on University or its business or reputation. Bank shall not take any action that would interfere with or prejudice University’s ownership or registration of the University Marks, the validity of the University Marks or the validity of the license granted by this Agreement.

Bank acknowledges and agrees that University is the owner of the University informational
materials prepared by Bank in connection with this Agreement.

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether such marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank’s reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank’s use of the University Marks, when such usage is in accordance with the terms of this Agreement. Bank may participate in the defense using counsel of its choosing and at its expense. In the event any such claim is resolved adversely to University or Bank, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

10. Insurance. Bank represents and warrants that, during the entire term of this Agreement, Bank shall maintain comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than $1,000,000 each claim and $3,000,000 each occurrence. In addition, Bank shall obtain and keep in force automobile liability insurance in an amount not less than $1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Regents of the University of Minnesota as an additional insured, and such insurance companies shall endeavor to notify University in writing at least thirty (30) days before canceling any such policy. Bank shall also obtain and keep in force workers’ compensation insurance to the extent required by law and furnish proof to University upon request. On January 1, 2023, if the Agreement remains in effect, the insurance limits set forth above shall be adjusted in proportion to the change, if any, in the tort liability limits set forth in Minnesota Statutes Section 3.736, Subd. 4, as amended from time to time.

11. Liability. Each party will exercise reasonable care in providing electronic funds transfer services and other services to Accountholders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party’s reasonable control. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES IT IS TO PERFORM TO ACCOUNTHOLDERS UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE. NEITHER PARTY WILL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES TO THE OTHER PARTY IN CONNECTION WITH SERVICES TO ACCOUNTHOLDERS HEREUNDER OR IN THE PERFORMANCE OR NONPERFORMANCE OF ANY TERM OR CONDITION OF THIS AGREEMENT.

In addition to the foregoing, the parties agree as follows:
a. Bank does not control, and, except as provided in Federal Reserve Board Regulation
E and Minnesota state law to the extent applicable, is not responsible to University
for any error, act, or omission with respect to automated teller machines or point-of-
sale terminals not owned and operated by Bank.

b. Bank does not undertake to insure that Accountholders will at all times be able to
successfully accomplish transactions with Bank by any electronic means, including
but not limited to automated teller machines, point-of-sale (“POS”) terminals, the
Internet, online or mobile banking or other existing or future technology associated
with Cards, Accountholders’ account numbers or personal identification, or
otherwise (herein “Electronic Means”). Transactions cannot be processed during
off-line periods. When the computer maintaining the on-line files is off-line or
rendered inoperable at any time for maintenance or servicing, or due to mechanical
failure, strike, lockout, riots, epidemics, war, acts of terror, governmental
regulations or other cause beyond Bank’s reasonable control, such that no on-line
processing of transactions may be possible, no customer transactions will be
processed by Electronic Means and Bank will have no liability as a result. Bank
will, however, exercise reasonable care to promptly reinstate service.

12. Representations and Warranties. Each party hereby represents and warrants to
the other that the party has full right, power and authority to fully perform its obligations under
this Agreement, and that it has full right, power and authority to execute and deliver this
Agreement, and that the execution and delivery of this Agreement and the consummation of the
transactions contemplated hereby have been duly authorized and approved by all necessary
corporate action required to be taken on the part of the party including, when necessary, approval
thereof by the party’s board of directors or board of regents, as applicable. Each party hereby
further represents and warrants to the other that this Agreement constitutes a valid and binding
obligation of the party enforceable in accordance with its terms except as the same may be limited
by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement
of creditors’ rights and except as courts of equity may limit certain remedies such as specific
performance. Each party further represents and warrants to the other that the execution and
delivery of this Agreement and the consummation of the transactions contemplated hereby
will not conflict with, or result in the violation of, any laws or regulations applicable to the
party, or of the charter, articles of association or bylaws of a party, or any agreement or other
instrument to which the party is subject or by which the party or any of its properties or assets
are bound.

13. Examinations. Subject to applicable law, all records maintained by University
pertaining to Bank and its Campus Checking Account customers and relevant to the performance
of this Agreement will be available for examination and audit by the United States Department
of Treasury, Office of the Comptroller of the Currency (herein “OCC”). The OCC will have
the authority and responsibility provided to regulatory agencies pursuant to the Bank Service
Company Act, 12 U.S.C. § 1867(c) and (d) (herein “BSCA”), relating to services performed
by contract or otherwise. University will provide the OCC with such other information as the
OCC may reasonably require in connection with its examination of Bank. Bank will provide
University or its duly authorized representatives with reasonable access to Bank’s records for
the purpose of enabling University to confirm Bank’s compliance with the terms of this Agreement. Such records shall specifically exclude records pertaining to Bank’s profits and losses, business plans, projections and estimates, and non public information pertaining to any Accountholder other than the Accountholder’s account number. Records relating to any claim arising out of the performance of this Agreement shall be retained by Bank until claim has been resolved.

Any such access will be during Bank’s normal business hours, with not less than five business days advance notice to Bank. Any out-of-pocket expenses incurred by Bank to third parties in making any such records available to University will be paid by University. Bank may require persons obtaining access to Bank’s records under this Section 13, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 15.

14. Exclusivity. During the term of this Agreement, University will not authorize any University issued multi-purpose identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person’s account with a financial institution, except as otherwise agreed in writing by Bank. Nothing herein shall prevent University from using the multi-purpose identification card as stored value cards or declining balance cards. University will not allow other financial institutions to establish banking offices on University’s Campuses without first offering Bank a right of first offer as provided in Section 18 herein.

15. Confidentiality. University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary. As a condition to being furnished such information by a party (herein the “Confidential Information”), the other party agrees as follows:

a. All information exchanged under this Agreement will be subject to the Minnesota Government Data Practices Act (MN. Stat. Chapter 13) (MGDPA) and Family Educational Rights and Privacy Act (FERPA). Bank will comply with all applicable state and federal laws relating to data privacy and security, including the MGDPA; the Gramm-Leach-Bliley Act and Regulation P; and payment card network issuer requirements. Any information which concerns non-public personal, financial, or other affairs of the University, its regents, officers, employees or students shall be kept confidential and in conformance with all applicable state and federal laws relating to data privacy. Bank shall also require each of its subcontractors providing goods or services hereunder to maintain data security processes to assure such privacy.

b. Except for X.500 data, which shall automatically be deemed to be Confidential Information of University, and Bank’s customer lists as described below, which shall automatically be deemed to be Confidential Information of Bank, all information
deemed confidential or proprietary by a party shall be clearly labeled “Confidential Information” or otherwise identified as “Confidential Information” in writing contemporaneous with furnishing such Confidential Information to the other party.

c. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.

d. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.

e. In the event the receiving party is required to disclose Confidential Information of the disclosing party to a third party in order to perform under this Agreement, the receiving party must first obtain the written consent of the disclosing party to make such disclosure, which consent shall not be unreasonably withheld, and the receiving party must enter into a confidentiality agreement with such third party under which that third party would be restricted from disclosing, using, or duplicating such Confidential Information of the disclosing party except as required in order to allow the receiving party to perform its obligations under this Agreement.

f. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.

g. University understands and agrees that, to the extent applicable under the provisions of the BSCA, it may be subject to examination by the OCC for the services provided in connection with this Agreement. In addition, University shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality (as required by this Section 15) of Bank’s Confidential Information which it receives; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer.

h. These confidentiality and security provisions shall survive the termination of this Agreement.
i. Throughout the term of this Agreement, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

j. Notwithstanding any other provision of this Section 15, University may take all actions reasonably necessary to comply with obligations imposed upon the University by the Regulations with respect to disclosing this Agreement or information related to this Agreement or related to Campus Checking Accounts issued to University enrolled students pursuant to this Agreement, including, without limitation: (i) posting this Agreement and any amendments to this Agreement to the University’s website (except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities); (ii) disclosing the total consideration, monetary and non-monetary, paid by Bank to University or received by University from Bank under the terms of this Agreement for the most recently completed Award Year; and (iii) for any year in which University’s enrolled students open 30 or more Campus Checking Accounts with Bank, disclosing the number of University enrolled students who had Campus Checking Accounts at any time during the most recently completed Award Year and the mean and median of the actual costs incurred by the holders of such Campus Checking Accounts.

It is expressly agreed that Bank’s customer lists, including names of Eligible University Community Members who are Accountholders and who have Campus Checking Accounts, are Bank’s Confidential Information, for which Bank retains exclusive ownership and right. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other eligible University community members for any purpose it deems appropriate, University would be precluded from using a list comprised of Accountholders who have obtained Campus Checking Accounts from Bank if such use was for a purpose prohibited by this Section 15; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection (e), if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, Bank shall either return or destroy all documents, data and other information provided by University to Bank, or Bank’s employees or agents in connection with this Agreement.

16. **Campus Checking Account Fees.** Any terms, services, discounts and other benefits described in Exhibit B may be discontinued upon expiration or termination of the term of this Agreement. Any terms, services, discounts and other benefits described in Exhibit B may also be discontinued as provided in Section 4.
17. Automated Teller Machines. University and Bank have entered into ATM licensing agreements (herein “ATM License Agreement”), which shall run concurrently with this Agreement. Such ATM License Agreement shall be in substantially the form of Exhibit D to this Agreement. Bank shall provide surcharge-free in-network ATMs on the Duluth, Minneapolis, and St. Paul campuses (“On-Campus ATMs”) pursuant to, and in accordance with the terms of, separate agreements between Bank and University. University has initially determined that On-Campus ATMs provided pursuant to such separate agreements are sufficient in number and housed and serviced such that funds deposited in Campus Checking Accounts are reasonably available to such students and that the number and operation of the On-Campus ATMs complies with applicable requirements imposed by the Regulations (the “ATM Sufficiency Standard”). In order that University can determine whether the ATM Sufficiency Standard continues to be met, Bank shall provide to University on an annual basis such information regarding usage of On-Campus ATMs as is reasonably necessary to enable the University to determine such sufficiency. If it is reasonably determined by the University that one or more additional On-Campus ATMs are necessary to meet the ATM Sufficiency Standard, Bank and University shall negotiate in good faith with one another to reach agreement on the number and location of such additional On-Campus ATMs and the applicable rental or license fees.

18. Right of First Offer. Before offering or agreeing to grant any bank, savings and loan association, credit union or similar financial institution the right to establish an office at a site on any of the participating University Campuses, University shall first offer Bank, in writing, the right to establish such office at the site on terms and conditions set forth in the offer. Bank shall have thirty (30) days from receipt of the offer to accept or reject it, which it shall do in writing. If Bank fails to act within the thirty (30) day period, it shall be deemed to have rejected the offer and University shall have the right to offer such banking office site to any other party. If Bank accepts the offer, the parties shall promptly thereafter enter into a written agreement concerning the establishment of an office on terms and conditions and for the consideration set forth in the offer. University will not allow other financial institutions to establish banking offices on the Campuses within 1,000 feet of Bank’s offices on the Duluth campus or on the East Bank of the Minneapolis campus. The St. Paul Campus and the West Bank of the Minneapolis campus shall not be subject to the 1,000-foot radius restriction in this Section 18. In addition, the following buildings and/or sites shall not be subject to the provisions of this Section 18: McNamara Alumni Center, all buildings leased by University to Fairview Health Services and its subsidiaries, any building the majority of which is leased by University to University of Minnesota Physicians, and any site on which an intercollegiate football stadium and related facilities are constructed. This right of first offer shall not preclude the extension, renewal, amendment or assignment of an agreement between University and another financial institution concerning a banking office that exists as of the date of this Agreement, or the relocation of such existing banking office, provided that no additional offices are established pursuant to such agreement, and provided that such relocation does not place the relocated office within 1,000 feet of a Bank office on the East Bank of the Minneapolis campus. For purposes hereof, “Bank office” means an office owned or occupied by Bank which is staffed full-time by one or more persons and open for business to the public at least five days each week, exclusive of bank holidays. For purposes hereof, the U Card office shall not be deemed to be a “Bank office.”
Bank has been advised that University may wish to permit the University of Minnesota Federal Credit Union ("UMFCU") to establish a banking office on the West Bank of the Twin Cities Campus during the term of this Agreement. University shall be permitted to offer a site for a banking office on the West Bank to UMFCU without first offering it to Bank so long as the site has a usable area of less than 600 square feet and is not located in Carlson School of Management or Wilson Library. Before offering a larger site anywhere on the West Bank or any site in the Carlson School of Management or Wilson Library to UMFCU University shall first offer the site to Bank and the provisions set forth in the preceding paragraph shall apply. If Bank rejects the offer, University shall be permitted to offer the site to UMFCU. If, pursuant to the provisions set forth above, Bank accepts the offer, and if University thereafter proposes to make a second West Bank site available to UMFCU, then University shall first offer such second site to Bank, and the procedures and timelines set forth in the preceding paragraph shall apply. If Bank accepts the offer to establish a banking office at such second site, it shall vacate its present West Bank office and move to the second site at its expense. University shall then be free to offer Bank’s original West Bank site or a site of substantially the same size and location to UMFCU for use as a banking office.

19. **Termination and Default.** This Agreement will terminate as follows:

a. In accordance with Section 1;

b. By either party (the “Non-Defaulting Party”) upon notice to the other party (the “Defaulting Party”) upon the Defaulting Party’s material breach of any provision of this Agreement and failure to cure the breach within 120 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party, it being acknowledged and agreed that the inability to achieve any minimum number of new Campus Checking Accounts or any level of acceptance by Accountholders shall not deemed to be a material breach for which this Agreement may be terminated;

c. By either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets;

d. By either party upon one hundred and twenty (120) days’ notice to the other party if termination is compelled by the OCC.

e. By University if University reasonably determines that the fees assessed by Bank with respect to Campus Checking Accounts are not consistent with or below prevailing market rates (the “Market Rate Standard”). Termination pursuant to this Section 19(e) shall become effective sixty (60) days after Bank’s receipt of written notice from University pursuant to this Section 19(e).
Any notice of termination by University under this Section 19(e) shall include documentation of the basis upon which University believes that the Market Rate Standard has not been met, and the action it believes Bank must take to meet the standard. Notice of termination under this section shall be considered withdrawn if Bank, within the 60-day period, demonstrates to the reasonable satisfaction of the University that its fees with respect to Campus Checking Accounts meet the Market Rate Standard or changes its fees as necessary to meet the Market Rate Standard.

f. By University in its discretion upon its reasonable determination that such action is appropriate, based on complaints received from University enrolled students who have Campus Checking Accounts.

Any notice of termination under this Section 19(f) shall include copies (if written or electronic) or written summaries (if oral) of the complaints on which the termination is based, all of which shall be in such form as may be required in order to comply with the Family Educational Rights and Privacy Act (“FERPA”). Termination pursuant to this Section 19(f) shall become effective one hundred twenty (120) days after Bank’s receipt of written notice from University pursuant to this Section 19(f), provided that if effectiveness of termination is to occur ninety (90) days or less before the first regularly-scheduled day of classes in any term, upon receipt of notice of termination Bank shall be relieved of any further obligation to expend funds in support of marketing as required in Section 8 of this Agreement and the University shall be relieved of any obligation to conduct orientation activities related to Campus Checking Accounts (including the inclusion of marketing materials in one orientation mailing as required in Section 8).

g. By University if University reasonably determines that Bank’s ATMs do not meet the ATM Sufficiency Standard with respect to any of its Minneapolis, St. Paul, and Duluth campuses. Termination pursuant to this Section 19(g) shall become effective sixty (60) days after Bank’s receipt of written notice from University pursuant to this Section 19(g).

Any termination notice with respect to the ATM Sufficiency Standard shall specify the number and location of additional ATMs that University believes necessary to meet the standard. Notice of such termination shall be considered withdrawn if Bank takes action sufficient to cause the ATM Sufficiency Standard to be met within the 60-day notice period.

h. Upon University’s termination of this Agreement under Sections 19(e) – (g), Bank shall not be required to make any further royalty payments under Section 2 of this Agreement (“Royalties to University”) and Exhibit A after the date on which the termination is effective.

20. Assignment. This Agreement may not be assigned by either party in whole or in part, by operation of law or otherwise, without in each event the other party’s prior written consent. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. The foregoing will not require the consent of University to a merger between Bank and
another entity controlled by or under common control with Huntington Bancshares Incorporated or any entity with which Huntington Bancshares Incorporated may merge, whether or not Huntington Bancshares Incorporated is the surviving entity.

21. **Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgement that such subcontractor is subject to the applicable terms and conditions of this Agreement.

22. **Notices.** Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank:
The Huntington National Bank
41 South High Street
Columbus, OH 43287
Attention: SVP, Director of Branch Distribution

With a copy to:
The Huntington National Bank
1405 Xenium Lane N
Mail Code PCC-1B-T
Plymouth, MN 55441
Attention: Senior Associate General Counsel

If to University:
University of Minnesota
Attn: Director, U Card Program
300 Washington Avenue SE, Room 022
Minneapolis, MN 55455

With a copy to:
University of Minnesota
Office of the General Counsel
Attn: Director, Transactional Law
200 Oak Street SE
360 McNamara Alumni Center
Minneapolis, MN 55455
ogcweb@umn.edu

23. **Amendments and Waiver.** This Agreement may be amended only in a writing signed by both parties, unless a different means of amendment is expressly provided for herein. Any such written amendment must be signed, in the case of University, by its Chief Financial Officer, or his or her delegate, and in the case of Bank, by its Executive Vice President of Retail Banking or President. In the event of a default by either party under this
Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party’s rights with respect to the same or any subsequent breach by the breaching party.

24. **Exhibits.** The following Exhibits are attached to this Agreement and incorporated by reference herein:

Exhibit A  Royalties to University

Exhibit B  Effective until October 11, 2021: TCF’s Campus Checking Account Disclosure and Schedule of Fees
Effective October 12, 2021: Personal Account Charges Forms for Huntington 5 Interest Checking.

Exhibit C  University Marks

Exhibit D  Form of ATM License Agreement

Exhibit E  Effective until October 11, 2021: TCF’s Terms and Conditions for Checking and Savings Accounts
Effective October 12, 2021: Huntington Consumer Deposit Account Agreement

Exhibit F  Bank Commitments and Performance Standards

26. **Parties in Interest.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon or give to any person (other than the parties hereto, their successors and their permitted assigns) any rights or remedies under or by reason of this Agreement. There are no third party beneficiaries to this Agreement. Nothing in this Agreement is intended to affect University’s operations at campuses other than its Twin Cities and Duluth Campuses or impose rights or obligations with respect to such operations or the students, faculty members, and staff members at campuses other than the Twin Cities and Duluth Campuses.

27. **Relationship of Parties.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

28. **Entire Agreement.** This Agreement replaces in its entirety the University Card Royalty Agreement by and between the parties dated October 31, 2003, as amended, and the Affinity Agreement, as amended. Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party’s performance that is not expressly set forth in the Agreement. The Affinity Agreement by and between the Regents of the University of Minnesota and TCF National
29. **Consent.** Except as stated otherwise to the contrary in this Agreement, in all instances where the parties are required to consent under this Agreement, such party shall grant or withhold such consent at its sole discretion.

30. **Taxes.** Both parties are represented by competent legal and tax counsel, and each party is responsible for its respective tax obligations resulting from this Agreement.

31. **Descriptive Headings.** The descriptive headings of several sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

32. **Counterparts.** Any number of counterparts of this Agreement may be executed by the parties hereto. Each such executed counterpart will be, and will be deemed to be, an original, but all of such executed counterparts will constitute, and will be deemed to constitute, in the aggregate, one and the same instrument.

33. **Governing Law.** The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

34. **Indemnification.** Bank shall defend, hold harmless, and indemnify the University and each of its Regents, officers, employees, and agents (each of which shall be referred to as a “University Indemnitee”) from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys’ and investigative fees) imposed upon, incurred by or asserted against a University Indemnitee arising from or relating to, directly or indirectly, Bank’s performance or breach of any provisions of this Agreement; provided, however, that Bank shall not be liable under this indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from a University Indemnitee’s negligence or willful misconduct.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and date first written above.

---

**Regents of the University of Minnesota**

**By:**

**Printed Name:** Myron Frans

**Title:** Senior Vice President

**Date:** 7/14/2021

**The Huntington National Bank**

**By:**

**Printed Name:** ______________________

**Title:** ______________________________

**Date:** ______________________________
Bank dated March 24, 2005 is terminated as of the effective date of this Agreement.

29. **Consent.** Except as stated otherwise to the contrary in this Agreement, in all instances where the parties are required to consent under this Agreement, such party shall grant or withhold such consent at its sole discretion.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written above.

Regents of the University of Minnesota

By: ______________________________
Printed Name: ______________________
Title: ______________________________
Date: ______________________________

The Huntington National Bank

By: _________________________________
Printed Name: Bryan Carson
Title: EVP, Deposits & Distribution Director
Date: July 22, 2021
1. **Definitions.** Unless otherwise defined in this Agreement, the following terms shall have for purposes of this Exhibit A the meanings ascribed to them below:

“Campus Checking Account” shall mean a Campus Checking Account with Bank.

“Eligible University Affinity Members” shall (1) University alumni of its Twin Cities Campus that have addresses in Colorado, Illinois, Minnesota, Michigan, Ohio, South Dakota, Indiana, Pennsylvania, Kentucky, West Virginia, and Wisconsin; and (2) sporting event season ticket holders of the Twin Cities Campus Department of Intercollegiate Athletics events that have addresses in Colorado, Illinois, Minnesota, Michigan, Ohio, South Dakota, Indiana, Pennsylvania, Kentucky, West Virginia, and Wisconsin.

“Eligible University Affinity Members Data” shall mean the name and mailing addresses of Eligible University Affinity Members, provided that such data is unsuppressed.

“Eligible University Community Members” shall mean Eligible University Affinity Members, Eligible University Students and University Faculty and Staff Members.

“Eligible University Students” shall mean current University Students, including either full-time or part-time students, visiting students, teaching assistants, and research assistants.

“Eligible University Students Data” shall mean the names and University email and mailing addresses of Eligible University Students, provided that such data is unsuppressed.

“University Faculty and Staff Member” shall mean persons classified by University as members of University faculty or staff but shall not include persons classified by University as “student employment.”

“University Faculty and Staff Member Data” shall mean the names and email addresses of Faculty and Staff Member.

“Royalties” shall include payments for (i) the use of University marks, designs or trademarks, (ii) the grant of exclusive rights under paragraph 14 of the Agreement, and (iii) payments for other intangible rights granted to Bank by the University. Royalties paid as a result of this arrangement are allocated to several different components for administrative purposes, including a signing bonus, an annual payment for Campus Checking Accounts, an annual payment toward sponsoring the U Card Program, and an annual scholarship payment. Notwithstanding this administrative
allocation of Royalties to these different components, it is understood between University and Bank that the University is not providing any material services with respect to these activities or payments.

2. **Payment of Annual Campus Checking Account Royalty.** On or before January 1 of each year during the term of the Agreement, Bank shall pay University a royalty fee of $1.07 million for active Campus Checking Accounts held by Accountholders.

3. **Payments of Annual U Card Program Sponsorship Royalty.** On or before March 31 of each year during the term of this Agreement, Bank shall pay University $10,000 to sponsor the U Card Program. This sponsorship will include the University promoting Bank on its website and in its annual orientation materials and promoting Bank’s marketing of Campus Checking Accounts to Eligible University Community Members.

4. **Payment of Annual Scholarship Program Royalty.** On or before March 31 of each year during the term of this Agreement, Bank shall contribute $100,000 to the University of Minnesota Foundation for student scholarships at University.

5. **Finance Charges.** If Bank fails to make payment within thirty (30) days after the payment is due, the amount due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid.
Exhibit B

TCF’s Campus Checking Account Disclosure and Schedule of Fees
Huntington 5 Interest Checking Personal Account Charges Forms*

*Note: the Huntington 5 Checking Account overdraft and return fees will be changed to $36 at the time of conversion from what is listed on the form. The fee for cashier’s checks will be waived for Eligible University Community Members customers.
Minimum Deposit Required to Open Account: $0

Account Fees:

- Monthly Maintenance Charge: $0
- Paper statements will have a $3 fee or $4 fee for statements with check images. You can enroll for free online statements within digital banking at tcfbank.com.
- No fee for TCF ATM withdrawals. For TCF ATM locations, go to tcfbank.com/locations.
- No TCF fees for withdrawals at non-TCF ATMs. The ATM operator may charge a fee.
- Free University of Minnesota style checks.
- This account does not earn interest.

Other fees may apply. Please see TCF’s Schedule of Fees for a complete list. The dormant account fee, if applicable, would be charged at the end of the statement period.

Transaction Limitations: We limit the number and amount of certain electronic fund transfers. These limits are stated in TCF’s Terms and Conditions for Checking and Savings Accounts.

University Faculty and Staff (only): No fee for paper or online statements. No fee for Official Bank Checks. TCF has agreed to pay fees to your university for this account.
SCHEDULE OF FEES

Effective August 10, 2020

This schedule shows the fees TCF National Bank charges for banking services and is part of your Account Contract with TCF. You may also have to pay fees to service providers we refer you to for additional banking services. TCF may change, increase, or add to the fees shown in this schedule and will notify you as required in your Account Contract. Some fees may be waived, depending on account type. See your Account Disclosure for details. Additional fees apply for certain analyzed business account types and for treasury management services. Those fees will be disclosed separately.

<table>
<thead>
<tr>
<th>Fee Name</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Reconciliation</td>
<td>$30.00 per hour billed in 15 minute increments</td>
</tr>
<tr>
<td>Account Verification</td>
<td>$25.00 per verification</td>
</tr>
<tr>
<td>Amortization Schedule</td>
<td>$0</td>
</tr>
<tr>
<td>ATM Fees (per transaction)</td>
<td></td>
</tr>
<tr>
<td>Cash Withdrawal</td>
<td>$0</td>
</tr>
<tr>
<td>Transfer</td>
<td>$0</td>
</tr>
<tr>
<td>Deposit</td>
<td>$0</td>
</tr>
<tr>
<td>Balance Inquiry</td>
<td>$0</td>
</tr>
<tr>
<td>Mini-statement</td>
<td>$1.50</td>
</tr>
<tr>
<td>Withdrawal in a foreign currency</td>
<td>Not Available</td>
</tr>
<tr>
<td>TCF ATM</td>
<td>$3.00</td>
</tr>
<tr>
<td>Non-TCF ATM*</td>
<td>$0</td>
</tr>
<tr>
<td>ATM / Debit Card Order or Replacement</td>
<td>$0 for initial order</td>
</tr>
<tr>
<td></td>
<td>$5.00 for customer-initiated replacement card order</td>
</tr>
<tr>
<td></td>
<td>$35.00 for mailed expedited delivery</td>
</tr>
<tr>
<td>Audit Confirmation</td>
<td>$10.00</td>
</tr>
<tr>
<td>Bill Payment Delivery</td>
<td>$0 for standard delivery; additional fees apply for expedited delivery</td>
</tr>
<tr>
<td>Cash and Coin Orders (made at a banking center)</td>
<td>$0.30 per $1,000 (for Business Accounts only)</td>
</tr>
<tr>
<td></td>
<td>$0.05 per roll (for Business Accounts only)</td>
</tr>
<tr>
<td>Checks</td>
<td>Price varies with style and delivery method</td>
</tr>
<tr>
<td>Check Cashing Fee</td>
<td>3% of check amount. This fee applies to non-customers. Not available for all check types.</td>
</tr>
<tr>
<td>Coin Counting</td>
<td>Coin Machine:</td>
</tr>
<tr>
<td></td>
<td>• TCF Free Checking and Free Savings Customers - 1.5% of total</td>
</tr>
<tr>
<td></td>
<td>• All other TCF customers - No fee</td>
</tr>
<tr>
<td></td>
<td>• Non-customer - 10% of total</td>
</tr>
<tr>
<td></td>
<td>Rolled Coin: 0% of total (TCF customers only; limits may apply)</td>
</tr>
<tr>
<td></td>
<td>Loose Coin: 5% of total (TCF customers only; limits may apply)</td>
</tr>
<tr>
<td>Collection Items</td>
<td>$115.00 per item</td>
</tr>
<tr>
<td>Collection Processing</td>
<td>$35.00 if TCF sends account to collection agency</td>
</tr>
<tr>
<td>Customer Research</td>
<td>$1.00 per page plus $30.00 per hour, billed in 15 minute increments</td>
</tr>
<tr>
<td>Deposit Bags (banking center issued)</td>
<td>$25.00 locked zipper</td>
</tr>
<tr>
<td></td>
<td>$5.00 vinyl zipper</td>
</tr>
<tr>
<td>Deposited Item Returned</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

* The ATM operator may charge fees in addition to those shown above, which will be displayed on the screen.
<table>
<thead>
<tr>
<th>Fee Name</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Requests or Subpoenas</td>
<td>$5.00 per paper copy or electronic disk</td>
</tr>
<tr>
<td>Dormant Account Fee</td>
<td>$10.00 per monthly statement cycle for checking, savings and money market accounts with no customer-initiated activity for 12 months. No fee for: (1) any statement period in which your Minimum Account Balance is at least $250; or (2) primary customers under the age of 18.</td>
</tr>
<tr>
<td>Escheat Processing</td>
<td>$35.00 per account</td>
</tr>
<tr>
<td>Excessive Withdrawals</td>
<td>$15.00 each in excess of 6 transactions per month for savings &amp; money market accounts</td>
</tr>
<tr>
<td>Fax Service</td>
<td>$5.00 per document sent by fax</td>
</tr>
<tr>
<td>Foreign Drafts</td>
<td>$40.00 per item sent to a foreign bank</td>
</tr>
<tr>
<td>International Service Fee</td>
<td>3% of the debit card transaction or ATM withdrawal</td>
</tr>
<tr>
<td>Levy / State Warrant / Garnishment</td>
<td>$125.00 for each legal process</td>
</tr>
<tr>
<td>Negative Collected Balance</td>
<td>Average Negative Collected Balance for month multiplied by Negative Collected Balance Rate (Prime + 5%) multiplied by (Days in Month/Days in Year). Collected Balance is ledger balance minus collectable float. Fee only applies to certain commercial accounts.</td>
</tr>
<tr>
<td>Notary Fee</td>
<td>$0 for TCF customers; $1.50 per document for non-customers</td>
</tr>
<tr>
<td>NSF Returned Item</td>
<td>$37.00 each time an item is not paid; there is a combined limit of 5 Overdraft and NSF Returned Item fees per account, per day. There is no fee for declined ATM or debit card authorizations.</td>
</tr>
<tr>
<td>Official Bank Check</td>
<td>$5.00 per check</td>
</tr>
<tr>
<td>Overdraft</td>
<td>$37.00 for each item TCF pays; there is a combined limit of 5 Overdraft and NSF Returned Item fees per account, per day. No fee for items paid in a processing day if your account is overdrawn by less than $5 at the end of that day.</td>
</tr>
<tr>
<td>Overdraft Protection Transfer</td>
<td>$10.00 per automated transfer from a linked deposit account or overdraft line of credit, to cover an overdraft. There is an additional 18% interest charge for line of credit balances.</td>
</tr>
<tr>
<td>Retirement Plan Closing</td>
<td>$40.00 (except due to death, disability or retirement)</td>
</tr>
<tr>
<td>Safe Deposit Box</td>
<td>Rental Fee Varies with box size $15.00 Replacement Key $125.00 Lock Drill Fee</td>
</tr>
<tr>
<td>Signature Guarantee</td>
<td>$0 only offered to TCF customers and stock certificate holders</td>
</tr>
<tr>
<td>Statements</td>
<td>$0 online; $3.00 paper; $4.00 paper with check images</td>
</tr>
<tr>
<td>Statement Copies</td>
<td>$1.00 per page</td>
</tr>
<tr>
<td>Stop Payment Fee</td>
<td>$37.00 per stop payment</td>
</tr>
<tr>
<td>Wire Transfers – Incoming</td>
<td>$15.00; Not offered to non-customers</td>
</tr>
<tr>
<td>Wire Transfers – Outgoing Domestic</td>
<td>$30.00 if transfer made at a banking center; Not offered to non-customers (Recipient bank may also charge a fee)</td>
</tr>
<tr>
<td>Wire Transfers – Outgoing International</td>
<td>$50.00 if transfer made at a banking center; Not offered to non-customers (Recipient bank may also charge a fee)</td>
</tr>
</tbody>
</table>
## 1 EVERYDAY TRANSACTIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee/Amount</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Maintenance Fee</td>
<td>$5.00</td>
<td>Fee waived for each monthly statement period where your Total Relationship Balance is at least $5,000. See Section 5 for details.</td>
</tr>
<tr>
<td>ATM Fees</td>
<td>None</td>
<td>Huntington ATM transactions, transfers and mini-statements.</td>
</tr>
<tr>
<td></td>
<td>$3.00</td>
<td>Each non-Huntington ATM transaction; plus any fee charged by ATM owner (see details for non-Huntington ATM cash withdrawal waiver).</td>
</tr>
<tr>
<td></td>
<td>$2.00</td>
<td>Each Huntington ATM extended statement.</td>
</tr>
<tr>
<td>International Transactions</td>
<td>3%</td>
<td>Fee charged on the amount posted for each debit card or ATM transaction processed in a foreign currency or outside the U.S., in addition to any fee added by a network or charged by an ATM owner. Exchange rate may affect posted amount.</td>
</tr>
<tr>
<td>Statements</td>
<td>Free</td>
<td>Have your monthly statement delivered electronically or mailed to you.</td>
</tr>
<tr>
<td>Ordering Checks</td>
<td>Varies</td>
<td>Depends upon the style you choose.</td>
</tr>
<tr>
<td>Non-Huntington ATM Cash Withdrawal Fee Waiver</td>
<td>Up to 5</td>
<td>The first 5 non-Huntington ATM Cash Withdrawal fees assessed by Huntington during the statement period will be waived, and on the same transaction(s) Huntington will reimburse you for Cash Withdrawal fees charged by the owner of a non-Huntington ATM. After the first 5, $3.00 for each non-Huntington ATM cash withdrawal; plus any other fee charged by the ATM owner. Waiver and reimbursement does not include any other fee charged by the ATM owner for other transactions (for example a balance inquiry), and such fees may be included as part of the withdrawal amount.</td>
</tr>
</tbody>
</table>

## 2 EVERYDAY ACCOUNT MANAGEMENT

### OVERDRAFT PROTECTION PLAN TRANSFER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee/Amount</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Deposit</td>
<td>None</td>
<td>Transfer from a linked savings or money market deposit account.</td>
</tr>
<tr>
<td>Credit Card</td>
<td>None</td>
<td>Transfers will be treated as Cash Advances with no grace period and subject to the Cash Advance APR.</td>
</tr>
<tr>
<td>Personal Credit Line</td>
<td>None</td>
<td>Transfers subject to Personal Credit Line APR with no grace period.</td>
</tr>
<tr>
<td>Checking Reserve Account</td>
<td>$12.00</td>
<td>Monthly participation fee charged to your checking reserve account.</td>
</tr>
</tbody>
</table>

See next page for more information>>
OVERDRAFT AND RETURN FEES

Overdraft Fee
Fee charged if we allow transactions to go through even though you don’t have enough money in your account.

$37.50
Per overdraft item, except $23 for first occurrence in prior 1-year period. No overdraft fees unless final account balance for the day is overdrawn by more than $50. Limit of 4 fees per day. Examples are overdrafts caused by check, in-person withdrawal, debit card purchase, ATM withdrawal or other electronic means.

Return Fee
Fee charged when you don’t have enough money in your account and we return an item (for example, a check is “bounced” or a transaction is returned unpaid).

$37.50
Per returned item, except $23 for first occurrence in prior 1-year period. Limit of 4 fees per day. Examples are return of checks and transfers, or withdrawals by electronic means.

For both overdraft and return fees, an “occurrence” means a day for which there is at least one transaction in your account to cover, whether we pay or return the transaction and whether or not we charge a fee.

Extended Overdraft Fee
$25.00
If your account is overdrawn for five consecutive business days, we will charge you a fee on the next business day (if your account is still overdrawn), and then again on every fifth business day while your account remains overdrawn, up to a maximum of four $25 fees (or $100) during that time. There is no fee if your balance is overdrawn by $50 or less. Counts as being overdrawn when caused by any debit.

Remember, if we decide to waive a fee, the terms of the Account Documents will not change and we are not required to waive that fee again in the future.

ATM & Debit Card Transactions: We generally won’t authorize ATM or debit card transactions when you don’t have enough money available in your account unless you opt in to overdraft options for ATM and Debit card transactions. Learn more at https://www.huntington.com/disclosures/REGOODDISCLOSURE.pdf

See your Account Documents under “Special Rules for Pending Transactions” for an explanation of how ATM and debit card transactions impact when we charge Overdraft Fees or Return Fees.

Sometimes, even if you have opted out of ATM and Debit card transactions, those transactions may cause an overdraft in your account even if there is not enough money available. In that case, we will NOT charge an Overdraft Fee. As a result, you may incur more Overdraft Fees from us when you opt in to overdraft options for ATM and Debit cards.

Other Types of Transactions: You have the option to request that we pay or return check or ACH transactions when there is not enough money in your Account. This election is separate from your opt-in or opt-out choice for ATM and Debit card transactions.

Remember, the decision to pay, return, or decline any transaction is at our discretion regardless of the elections you make.

24-Hour Grace®: For any business day that your account is overdrawn at the end of the day and one or more Overdraft Fees are incurred, we will waive those Overdraft Fees if your account is not overdrawn by more than $50 at the end of the next business day. Any deposit to cure the overdraft must be made prior to midnight CT at the end of that next business day. In figuring the amount needed to cure the overdraft, remember to take into consideration other transactions, such as checks or other debits that may be posted to your account that will affect the amount needed to cure. We are unaware of these other transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply. 24-Hour Grace does not apply to Extended Overdraft Fees or Return Fees, nor does it affect the number of overdraft occurrences for purposes of determining the amount of an Overdraft Fee.

Please visit huntington.com/grace for further details about this service.

See next page for more information>>
OVERDRAFT AND RETURN FEES - CONTINUED

TRANSACTION POSTING ORDER

On Business Days, we post deposits and credits first, followed by specific categories of debits, which may include checks, ACH transactions, and electronic transactions (such as Debit Card and ATM transactions). Fees and interest (if any) are posted last. Within the specific categories of debits:

- We post electronic transactions in chronological order by using the date and time assigned to the transaction and that date and time could be in a different time zone from where you are conducting the transaction.
- We post checks in check number order, unless the check is cashed in the branch, in which case we post those checks first.
- We post other transactions in low-to-high order based on amount within their specific categories.

We try and post debit transactions in the order in which you spent your money. Because the transactions involved in posting order can vary from customer to customer, the description above is generally how we handle transaction posting order. However, we may change our transaction posting order at any time in our discretion without notice to you.

OTHER SERVICES FROM HUNTINGTON

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stopping Payment</td>
<td>$31.00</td>
<td>Each request to stop a payment.</td>
</tr>
<tr>
<td>Return Deposit Item</td>
<td>$10.00</td>
<td>Each item you deposit that is rejected by another financial institution and returned to us.</td>
</tr>
<tr>
<td>Foreign Currency Fee</td>
<td>$8.00</td>
<td>Fee for depositing or ordering foreign currency; exchange rates will apply.</td>
</tr>
<tr>
<td>Expedited Delivery</td>
<td>$25.00</td>
<td>Fee for expedited delivery of your debit or ATM card.</td>
</tr>
<tr>
<td>Cashier Check</td>
<td>$6.00</td>
<td>Per check</td>
</tr>
<tr>
<td>Wire Transfer - Internal</td>
<td>$10.00</td>
<td>Each outgoing wire from a Huntington account to a Huntington account.</td>
</tr>
<tr>
<td>Wire Transfer - Domestic Incoming</td>
<td>$15.00</td>
<td>Each Domestic Incoming Wire Transfer.</td>
</tr>
<tr>
<td>Wire Transfer - Foreign/International Incoming</td>
<td>$15.00</td>
<td>Each Foreign/International Incoming Wire Transfer.</td>
</tr>
<tr>
<td>Wire Transfer - Domestic Outgoing</td>
<td>$25.00</td>
<td>Each Domestic Outgoing Wire Transfer.</td>
</tr>
<tr>
<td>Wire Transfer - Foreign/International Outgoing</td>
<td>$75.00</td>
<td>Each Foreign/International Outgoing Wire Transfer.</td>
</tr>
<tr>
<td>Image Statement</td>
<td>$2.00</td>
<td>Each periodic statement with images of cleared checks.</td>
</tr>
<tr>
<td>Document Copies</td>
<td>$5.00</td>
<td>Per request</td>
</tr>
<tr>
<td>Garnishment</td>
<td>$75.00</td>
<td>Maximum amount that will be charged for processing a garnishment order.</td>
</tr>
<tr>
<td>Dormant Account</td>
<td>$5.00</td>
<td>Per month charge if account is inactive for 12 months; waived if you have at least a $50 balance after adding all of your personal deposit account balances with us or for minor accounts. Not charged for accounts in FL.</td>
</tr>
</tbody>
</table>

See next page for more information>>
You can avoid the monthly maintenance fee for any statement period on this account when you keep a total relationship balance of at least $5,000 in eligible deposits held directly with us or investments made through our affiliate, The Huntington Investment Company. Eligible deposits are this account and any other checking, money market, savings, certificate of deposit (CD), and individual retirement (IRA) accounts owned by you. Eligible investments are those in your name which The Huntington Investment Company reports to our deposit system for inclusion in the total relationship balance, and generally include investments (both IRA and non-IRA) held in brokerage accounts and certain direct investments in mutual funds and annuities, as well as retail life insurance products. We figure the total relationship balance each month by adding the qualifying balances, as we determine them, for all of your eligible accounts to the average daily balance of this checking account for the monthly statement period.

We calculate the average daily balance by totaling the balances in your account from the end of each day in the applicable statement period and dividing that amount by the number of days in that period. However, for new accounts or closed accounts, we only count the number of days that the account was open during the applicable statement period for purposes of determining the average daily balance.
Exhibit C
University Marks

University Block M

Gold for dark backgrounds and Maroon for light backgrounds

The U Card Office uses PMS136C and 116U for gold and PMS 202C and 201U for maroon

University Design on checks and debit cards
Champ (Duluth Bull Dog) Logo**
University of Minnesota Wordmark**

UNIVERSITY OF MINNESOTA

Centered Wordmark

UNIVERSITY
OF MINNESOTA

One Line Reverse Wordmark

UNIVERSITY OF MINNESOTA

Centered Reverse Wordmark

UNIVERSITY
OF MINNESOTA

** indicates a registered trademark or wordmark of the University
Specification regarding use of University Marks

University hereby agrees that the above Marks may be used on brochures, signage, clothing and other promotional items as appropriate. University reserves the right to review all promotional materials prepared by or for Bank in connection with this Agreement prior to production. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by Bank.
Exhibit D

Form of ATM License Agreement
UNIVERSITY OF MINNESOTA

ATM LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into effective as of October 31, 2003 by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation (the "University") and TCF National Bank, a national banking association (the "Bank"). This Lease is entered into by the University through its Real Estate Office for multiple locations on the Twin Cities Campus.

1. Leased Premises. University, for the convenience of its students, faculty, staff and invitees, and in consideration of the provisions contained in this Lease, grants to Bank a non-exclusive right to use the locations described on Exhibit A attached to this Lease (individually a "Leased Location" or all together the "Leased Premises") for the purposes described in Section 5, below. Exhibit A designates as to each such location the building in which such Leased Location is found (the "Building"). Bank's employees, agents and contractors shall have the right of ingress and egress to and from the Leased Premises during normal Building hours for the purposes of installing, inspecting, repairing, servicing, replacing or monitoring the use of its ATMs. University reserves the right to require Bank to relocate, at Bank's expense, one or more ATMs to a comparable space on the Twin Cities Campus designated by University upon sixty (60) days notice to Bank. Reasonable expenses for more than two (2) relocation of any one ATM which are required by University shall be borne by University.

Bank hereby accepts the Leased Premises in the condition existing as of the commencement date of this Lease, as that term is defined below, or the date Bank takes possession of the Leased Premises if earlier than the Commencement Date. Bank acknowledges that University has made no representations or warranties as to the present or future suitability of the Leased Premises for the conduct of Bank's business or the installation of its ATMs.

2. Term. The initial term of this Lease shall be ten (10) years, commencing January 1, 2004 (the "Commencement Date"), and ending on December 31, 2013, unless terminated earlier as provided in Section 15. Notwithstanding such date of termination, if both parties are engaged in good faith negotiations to extend this Lease, the term shall be extended on a month-to-month basis during such negotiations until terminated by either party. Nothing in this Lease shall be construed to require either party to engage in or continue negotiations to extend this Lease. References to the "term of this Lease" contained herein shall mean the initial term together with any month-to-month extension period.

3. Base Rent. Bank agrees to pay to University as Base Rent for the Leased Premises, during the entire term, those sums set forth in the table included in the attached Exhibit B, the first installment of which is due and payable upon the Commencement Date of this Lease and the second and subsequent installments of which are due on or before each anniversary of the Commencement Date thereafter without demand or off-set. Payments of all rent shall be in lawful money. If Bank fails to make any required payment within ten (10) days after the
payment is due, Bank shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars ($20.00) shall be paid by Bank for all checks returned by the bank on which the checks are drawn due to insufficient funds, account closed, or any other reason.

4. [Reserved]

5. Use. Bank will use the Leased Premises for the installation and operation of ATMs only, and will make no other use of the Leased Premises without the University's prior written consent in each instance. Unless otherwise stated in Exhibit A, only one ATM may be installed in any one Leased Location. The Leased Premises shall not be used by Bank for any purpose which is illegal, offensive or hazardous. No ATM shall broadcast music or voices or make any other sound which, in the context in which the ATM is located, would be reasonably deemed by University to be distracting or obnoxious or to be a disturbance to those using nearby spaces. Notwithstanding the foregoing, Bank may program ATMs to emit voices and sounds intended to assist users who may be visually impaired and/or to conform with guidelines established by Bank in order to comply with the Americans With Disabilities Act or other applicable law. No flammable fluids, explosives, or hazardous or toxic substances may be brought to the Leased Premises or be used or stored by Bank in, on, or about the Leased Premises.

During the term of this Lease, Bank shall comply with all applicable laws and ordinances, including but not limited to state and federal banking laws, and University rules and regulations in its use of the Leased Premises.

Bank shall not sell, distribute or dispense any merchandise, products or services (or permit any other person to do the same) except as described in Exhibit C, without University's prior written consent, which consent University may grant or withhold at its sole discretion.

Bank shall not use ATM screen messages or transaction receipts to advertise or promote tobacco products, alcoholic beverages (including intoxicating and non-intoxicating liquor), or non-alcoholic beverages (other than made-to-order coffee drinks) which are not bottled or distributed by the Coca-Cola Company and bottlers and distributors affiliated with it, and the successor holders of soft drink pouring and vending rights. Except as stated above, University consents to Bank's use of screen messages and transaction receipts to advertise or promote merchandise, products or services of third parties.

6. Surrender of Premises. Bank will, at the expiration of this Lease, remove all of its personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to the University in the same good condition which existed when it took them, as determined by University in its sole discretion, normal wear and tear and damage from the elements excepted.
7. Hold-Over. In the event Bank remains in possession of the Leased Premises after the expiration of this Lease and without execution of a new lease but with the consent of University, it shall be deemed to be occupying the Leased Premises as a tenant from month-to-month only, upon the same terms and conditions contained in this Lease, to the extent the same terms are applicable to a month-to-month tenancy, except the monthly base rent for each ATM will be the greater of either: 1) one twelfth (1/12) of the sum of $500 plus the annual base rent payable by Bank immediately prior to expiration of the term of this Lease per year; or 2) a monthly market rate rental payment for ATMs of similar transaction volume within the Twin Cities Metropolitan area. In addition to base rent, Bank shall also continue to pay Additional Rent for foreign transaction fees as provided in Section 24(B), below. If Bank remains in the Leased Premises after the expiration of this Lease, without execution of a new lease and without the consent of University, the monthly base rent will be one twelfth (1/12) of one hundred fifty percent (150%) of the annual base rent paid by Bank immediately prior to the expiration of this Lease, and Bank shall also continue to pay Additional Rent for foreign transaction fees.

8. Assignment; Sublicensing. In the event of a merger between Bank and another entity controlled by or under common control with TCF Financial Corporation or any entity with which TCF Financial Corporation may merge, whether or not TCF Financial Corporation is the surviving entity, this Lease may be assigned or transferred by Bank to the successor entity effective ten (10) business days after University’s receipt of a notice from Bank of such intended transfer stating the name and notice address of the successor entity. In addition, Bank may assign this Lease to an affiliate of Bank that is 100% owned directly or indirectly by Bank or Bank’s parent effective ten (10) business days after University’s receipt of a notice from Bank of such intended transfer stating the name and notice address of the successor entity. In all other instances, this Lease may not be assigned or transferred by Bank, and Bank agrees not to sublease the Leased Premises in whole or in part or to permit occupancy by another without the prior written consent of University. Unless University expressly agrees to the contrary, an assignment, transfer or sublease shall not release Bank from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

9. Utilities, Services and Taxes. University agrees to provide to the Leased Premises maintenance and operation services in accordance with its routine schedule for the Building of which the Leased Premises are a part, provided however, Bank shall pay, or reimburse the University for its payment of, all costs and expenses of providing electricity and telecommunication services (including, but not limited to, on-line computer, security and alarm circuits) to the Leased Premises.

Bank will reimburse the University for all "special" maintenance and operational services requested by Bank and for the costs of repairs to the Leased Premises necessitated by Bank’s misuse or abuse of the Leased Premises. Bank shall pay or reimburse University for its costs to modify the Leased Premises to facilitate the installation and operation of the ATMs (including installation of conduit, power circuits, communication lines, security and alarm circuits), whether the modification is made on or off the Leased Premises and each modification shall be made
pursuant to University's design and code requirements. All such modifications shall be subject to University's prior written consent.

Bank shall be responsible for all real estate and/or personal property taxes, or payments in lieu of taxes, arising from Bank's use of the Leased Premises pursuant to this Lease and all special assessments levied against and/or attributable to the Leased Premises during the period of this Lease. Bank shall be responsible for obtaining all required permits and licenses required in connection with its use of the Leased Premises and shall pay all applicable taxes, including but not limited to sales taxes.

University shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Leased Premises and serving other parts of a Building in which the Leased Premises are located. University shall use reasonable efforts to perform such work in a manner that will not unduly interfere with Bank's use of the Leased Premises.

University shall not be liable for any utility interruption or failure or delay in delivering any utility or service under this Lease for any cause beyond its control. University shall also have the right, without liability to Bank and without such suspension being deemed to be an eviction, to suspend temporarily the delivery of services or utilities to Bank in order to permit University to make repairs or improvements to a Building or the Leased Premises, or for any other reasonable purpose. To the extent practical, University shall give Bank advance notice of repairs or improvements that will result in interruptions in the delivery of services or utilities.

10. Care of Premises. Bank shall be responsible for maintenance, repair and operation of its equipment on the Leased Premises and shall keep the Leased Premises in good clean condition during the entire term of this Lease, subject to the University's obligations specified in Section 9. Bank agrees to keep the Leased Premises free of debris and other waste and will provide a proper receptacle for the disposal of paper produced by the ATMs.

11. Indemnification. To the extent permitted by law, Bank agrees to defend with counsel acceptable to University, indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) that may be imposed upon or incurred or paid by or asserted against University by reason of or in connection with any loss of life, personal injury, or loss or damage to property and resulting from Bank's use of the Leased Premises, the negligent or wrongful acts of Bank's employees, agents, contractors, or invitees, or Bank's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease and to be performed or complied with by Bank. To the extent permitted by law, University agrees to defend, indemnify, and hold harmless Bank from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) that may be imposed upon or incurred or paid by or asserted against Bank by reason of or in connection with any loss of life, personal injury, or loss or damage to property in or upon the common areas of the property on which the Leased Premises are located occasioned in whole or in part by any act or omission of University, its agents, contractors, or employees. Neither party shall have any responsibility to the other for any indirect or consequential damages.
12. **Insurance.** At all times during the term of this Lease, Bank shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily injury, personal and advertising injury, and property damage, with limits of not less than $1,000,000 each claim and $3,000,000 each occurrence. In addition, Bank shall obtain and keep in force fire legal liability insurance in an amount not less than $100,000 each occurrence and automobile liability insurance in an amount not less than $1,000,000 combined single limit, which shall include armored car coverage. Each policy shall be issued by companies acceptable to University, shall name the Regents of the University of Minnesota as an additional insured, and shall provide that the policy will not be canceled without at least thirty (30) days’ prior written notice to University. Bank shall provide certificates evidencing that it has obtained the coverage required above to the University prior to entering the Lease Premises to install its equipment or make other alterations. Bank shall also obtain and keep in force workers’ compensation insurance to the extent required by law and furnish proof of such insurance upon request.

Bank and University each hereby waive any right of recovery against the other due to loss of or damage to the property of either University or Bank when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils (“all risk” as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.

13. **Personal Property.** University is not responsible for Bank’s equipment or personal property (including, without limitation, any currency in any ATM operated by Bank on the Leased Premises); Bank shall carry property insurance in sufficient amounts to cover its equipment and personal property.

14. **Damage.** In the event a Building is damaged or destroyed by fire or other casualty so as to render any Leased Location unusable for a period the University reasonably anticipates will exceed fourteen (14) days, either the University or Bank may terminate this Lease as to such Leased Location upon written notice to the other party given within thirty (30) days of such damage or destruction and the Base Rent shall be equitably adjusted as of the date of the damage or destruction. If neither party terminates the Lease as to the affected Leased Location, University shall rebuild or restore the damaged portion of the Leased Location and Building to substantially the same condition as existed prior to the damage or destruction, using reasonable diligence to accomplish the restoration. Rent shall abate as to the affected Leased Location during the restoration period, unless the misuse or abuse of the Building or Leased Location by Bank, its agents, representatives, invitees or employees caused such damage or destruction.

15. **Default.** In the event Bank fails to pay base rent or any other monetary charge within ten (10) days after the same is due and payable to University, or fails to keep any other term, condition, or covenant to be kept, observed, or performed by Bank and such failure continues for thirty (30) days after notice from University, University shall have the immediate right (a) to terminate this Lease and all rights of Bank hereunder by giving notice to Bank, (b) to reenter and repossess the Leased Premises by summary proceedings, with or without terminating the Lease, (c) to cure any default that can be cured by the expenditure of money and charge Bank for all costs incurred by University, which costs shall be payable immediately upon demand, or (d) to pursue any other legal or equitable relief available to University. No termination of the Lease by
University shall relieve Bank of its liabilities and obligations under this Lease, all of which shall survive. Bank shall immediately pay University the base rent and other sums due through the date of termination or repossession, and thereafter on or before each annual anniversary of the Commencement Date of this Lease until the end of what would have been the full term had there been no termination or repossession. Bank shall pay University the rent that would have been payable under the Lease less the proceeds received by University for reletting the Leased Premises after deducting all of University's expenses in connection with such reletting, including, without limitation, repossession costs, brokerage commissions, and alteration costs. University may, at any time, recover from Bank as and for liquidated and agreed final damages for Bank's default the then-present value of the excess, if any, of the rent and other charges payable by Bank under this Lease for the remainder of the term over the then fair market rental value of the Leased Premises for the same period, using a four percent (4%) discount rate. In the event University fails to keep any term, condition, or covenant to be kept, observed or performed by University and such failure continues for thirty (30) days after notice from Bank, Bank shall have the option (a) to terminate this Lease by giving notice to University, whereupon the obligations of the parties shall cease, or (b) to pursue any other legal or equitable relief available to Bank. If a default by either Bank or University is of such a nature as to reasonably require more than thirty (30) days to cure, then the defaulting party shall have such additional time as is required to cure the default provided that the defaulting party immediately commences and diligently pursues to completion the curing of the default.

16. Remedies Cumulative-Waiver of Rights. All remedies conferred on University or Bank shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insisting in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any right contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or right. Receipt by University of rent due with knowledge of the breach of any covenant shall not be deemed a waiver of such breach. No waiver by University or Bank of any of the provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

17. Alterations. Bank shall make no change, alteration, modification or addition to the Leased Premises, including painting or installing vending machines or signs, without the prior written consent of the University. Application for any required building permits shall be made to the University Building Code Division. Bank shall be responsible for changes to the Leased Premises required by any governmental authority specifically because of Bank's use of the Leased Premises, including any Americans with Disabilities Act changes required in conjunction with Bank's modifications. Bank shall keep the Leased Premises free of any and all mechanics', material supplier's, and other liens arising out of any work, labor done, services performed, or materials furnished for Bank or claimed to have been furnished during the Term of this Lease.

18. Advertising and Signage. Without University's prior written consent, Bank shall not display any signage on or about the Leased Premises or any Building in which a Leased Location may be found, provided however, Bank may display a sign on each ATM displaying the ATM logo, Bank name, services provided through the ATM, cards accepted and any legally required regulatory notices. Except as preempted by federal law, permitted signage must comply with
University policies and specifications. University shall not provide Bank with any signs. Bank shall not be permitted to advertise on ATMs the services or products of any third party business, including a parent or subsidiary of Bank.

19. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota
c/o Real Estate Office
Attention: Leasing Manager
424 Donhowe Building
319 15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No: (612) 624-6345
E-mail Address: reo@umn.edu

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-Mail Address: contracts@mail.ogc.umn.edu

If to the Bank: TCF National Bank
c/o Express Teller
Attn: Senior Vice President EXO-01-N
801 Marquette Avenue
Minneapolis, MN 55402
Facsimile No.:952-249-7115
E-mail Address: dengel@tcfbank.com

With a copy to: TCF National Bank
Attn: Joseph T. Green, General Counsel
801 Marquette Avenue
Minneapolis, MN 55402
Facsimile No.:952-475-7951
E-mail Address: jgreen@tcfbank.com
20. **Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Bank, it being expressly understood and agreed that neither the method of computation or rent nor any other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between University and Bank other than the relationship of landlord and tenant.

21. **Amendments.** This Lease shall be amended only in a writing duly executed by all the parties to this Lease.

22. **Entire Agreement.** This Lease, including Exhibit A (describing each Leased Location to which this Lease applies), Exhibit B (the table setting forth Rent and Additional Rent over the Term of this Lease) and Exhibit C (consisting of University’s Request for Proposal (“RFP”), Bank’s Bid Response or Response to RFP, University’s Award Notice Document and supplementary questions and responses (all together the “ATM Contract”)) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms and all prior negotiations and agreements relating to the subject matter of this Lease are merged herein. In case of a conflict between the provisions of the ATM Contract and the provisions of any other part of the Lease, the provisions of this Lease which are not found in Exhibit C shall prevail.

23. **Governing Law/Jurisdiction.** The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Lease, without giving effect to its conflict of laws principles.

24. **Special Conditions.** Notwithstanding any provision of the Lease to the contrary:

   **A.** All rent shall be paid the University at the following address:

   University of Minnesota  
   Real Estate Office  
   424 Donhowe Building  
   319 15th Avenue SE  
   Minneapolis, MN 55444-0199

   **B.** Bank shall also pay Additional Rent, including payment on transaction and foreign transaction fees, if applicable, for the use of the Leased Premises based upon the total monthly transaction volume at said ATM(s), as follows:

   $1.50 per foreign transaction (withdrawals only), plus 50% of each such fee in excess of $2.00 per foreign transaction withdrawal so long as Bank’s foreign transaction fees shall be consistent with the market for such fees.
Within ten (10) days of the end of each calendar month, Bank shall provide the University a statement of transactions volume at all locations for the month just ending, along with a check for the Additional Rent, if any, due for that month. In the event Bank fails to submit a statement of transactions volume and Additional Rent, if any, within ten (10) days of the end of each month, Bank shall pay to University an administrative fee of $50.00 per ATM.

C. Bank is responsible for obtaining and maintaining in good standing any and all approvals and permits from appropriate regulatory authorities which may be required for the use of the Leased Premises for the purposes specified herein. In the event Bank is unable to obtain such approvals and permits, or in the event such approvals or permits are suspended or revoked during the term of this Lease, University may terminate this Lease upon a written notice of at least thirty (30) days.

D. Bank shall provide ATM services at each Leased Location in a manner substantially similar to those services provided at a majority of Bank’s ATMs located in downtown Minneapolis and at the Mall of America in Bloomington, Minnesota. As to each Leased Location, Bank’s ATM shall be available during all hours when the Building in which such Leased Location is situated is open, excluding reasonable down time for servicing.

E. Records relating to volume of transactions at each Leased Location shall be maintained by Bank for a period of three (3) years from the date the record is made. Bank agrees to allow the University’s Department of Audits to inspect, examine, audit and make copies of such records provided that one week’s prior notice is provided to Bank. Records shall be made available to University during Bank’s normal business hours at a location designated by Bank in Hennepin County, Minnesota. All such examinations, inspections, audits and copying shall be at the sole expense of University unless based upon its review of the Bank’s records it is determined that Bank has underreported either its transaction volume for any Leased Location by more than four percent (4%) or underpaid Additional Rent for any period by more than four percent (4%), in which case Bank shall pay for the cost of the audit and in addition provide corrected transaction records and immediately pay any deficiency in Additional Rent.

G. Bank shall be permitted to install such alarms and security systems at each Leased Location in accordance with University’s Building Code and plans and specifications approved in advance by University. Bank acknowledges that the Leased Premises are located in or around public buildings and the University is not responsible for safety and security at or near any Leased Location. Bank is solely responsible for any additional lighting that Bank determines is necessary or desirable for each Leased Location, subject to University’s prior written approval of the design and method of attachment of such lighting.
H. In the event Bank requests and is granted permission by University to install additional ATMs at locations in new or existing Buildings, or University requires relocation as provided in Section 1, Exhibit A shall be amended to reflect such new locations. Nothing in this Lease shall be construed to give Bank any right to install ATM machines on the University property in the City of Minneapolis in the area east of Oak Street SE and north of University Avenue or in McNamara Alumni Center.

25. Counterparts. Any number of counterparts of this Lease may be executed by the parties hereto. Each such executed counterpart will be, and will be deemed to be, an original, but all of such executed counterparts will constitute, and will be deemed to constitute, in the aggregate, one and the same instrument.

IN WITNESS WHEREOF, the University and Bank have executed this Lease on the day and year first above written.

<table>
<thead>
<tr>
<th>Regents of the University of Minnesota</th>
<th>TCF National Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name: Mark Jeter</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EXHIBIT A

Leased Premises

For each Leased Location, identify the Leased Location (e.g., a floor, wing, or corridor) and the Building in which the Leased Location is found (as described below and depicted on the attached floor plans, Diagrams A1 through A12).

A-1 One ATM on the first Floor CMU – 300 Washington Avenue
A-2 One ATM on the first Floor CMU – 300 Washington Avenue
A-3 One ATM on the Ground Floor CMU – 300 Washington Avenue
A-4 One ATM University Recreation Center-1906 University Avenue
A-4 One Moos Tower – 515 Delaware Street
A-6 One ATM Willey Hall- West Bank 225 19th Avenue S.
A-7 One ATM Blegen Hall- West Bank 269 19th Avenue S.
A-8 One ATM Carlson School of Management – West Bank 321 19th Ave. S.
A-9 One Wilson Library – West Bank – 309 –19th Avenue S.
A-10 One ATM St. Paul Student Center – 2018 Buford Ave.
A-11 One ATM Earle Brown Center, St. Paul – 1890 Buford Avenue
A-12 One Walter Library- East Bank – 117 Pleasant Street SE
EXHIBIT B

Annual Rent

<table>
<thead>
<tr>
<th>Locations A-1 through A-10 *</th>
<th>Per Machine</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One - 1.1.2004-12.31.2004</td>
<td>$25,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Year Two - 1.1.2005-12.31.2005</td>
<td>$25,500</td>
<td>$255,000</td>
</tr>
<tr>
<td>Year Three - 1.1.2006-12.31.2006</td>
<td>$26,000</td>
<td>$260,000</td>
</tr>
<tr>
<td>Year Four - 1.1.2007-12.31.2007</td>
<td>$26,500</td>
<td>$265,000</td>
</tr>
<tr>
<td>Year Five - 1.1.2008-12.31.2008</td>
<td>$27,000</td>
<td>$270,000</td>
</tr>
<tr>
<td>Year Six - 1.1.2009-12.31.2009</td>
<td>$27,500</td>
<td>$275,000</td>
</tr>
<tr>
<td>Year Seven - 1.1.2010-12.31.2010</td>
<td>$28,000</td>
<td>$280,000</td>
</tr>
<tr>
<td>Year Eight - 1.1.2011-12.31.2011</td>
<td>$28,500</td>
<td>$285,000</td>
</tr>
<tr>
<td>Year Nine - 1.1.2012-12.31.2012</td>
<td>$29,000</td>
<td>$290,000</td>
</tr>
<tr>
<td>Year Ten - 1.1.2013-12.31.2013</td>
<td>$29,500</td>
<td>$295,000</td>
</tr>
</tbody>
</table>

*Does not include Foreign Transactions

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earle Brown Center</td>
<td>Additional Rent Only</td>
</tr>
<tr>
<td>St. Paul</td>
<td></td>
</tr>
<tr>
<td>Walter Library</td>
<td>Additional Rent Only</td>
</tr>
<tr>
<td>East Bank, Minneapolis</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C

ATM CONTRACT
[Attach ATM RFP and Response to RFP]
Exhibit E
TCF’s Terms and Conditions for Checking and Savings Accounts
Huntington Consumer Deposit Account Agreement
Terms and Conditions for Checking and Savings Accounts

Effective August 10, 2020

Including:

• Arbitration Agreement
• Funds Availability Schedule and Disclosures
• Electronic Fund Transfers Services Agreement and Disclosures
• Wire Transfer Agreement
• Protecting Your Account
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TERMS AND CONDITIONS FOR CHECKING AND SAVINGS ACCOUNTS

This booklet states the terms and conditions of your account contract with TCF. Please read it carefully and keep it for your records.

This booklet includes important information on how TCF processes, or posts, transactions to your account. See the section called “Order of Posting” for more information.

The way we process transactions may result in more overdraft and NSF returned item fees than if we processed transactions in a different way.

Your account contract with TCF includes an arbitration agreement. If there is a dispute between you and TCF, the dispute is covered by the arbitration agreement, then either you or TCF may require the dispute to be resolved by arbitration. This means that: (1) the dispute would be decided by an arbitrator, not a court; (2) you and TCF will not have the right to a jury or court trial to resolve the dispute; and (3) you and TCF will not have the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the section called “Arbitration of Disputes” for more information.

GENERAL TERMS APPLYING TO ALL CHECKING AND SAVINGS ACCOUNTS

General Definitions

“Access Device,” means your Card, PIN, Password or other means you use to access your Account.

“Account” means any checking or savings account you have with TCF. Checking accounts are also sometimes referred to as demand deposit accounts. “Account” does not include a certificate of deposit savings account (also known as a CD).

“Account Agreement” means the agreement you sign when opening your Account. Your Account Agreement is part of your Account Contract.

“Account Contract” has the meaning stated in the section called “Your Contract with TCF.”

“Account Evidence” has the meaning stated in the section called “Your Contract with TCF.”

“ATM” means an automated teller machine that cardholders can use to make Electronic Fund Transfers.

“Available Balance” or “Available Funds” means deposits, or portions of deposits, to your Account that are available for: (1) withdrawals; (2) transfers; (3) paying checks and other Items; (4) authorizing ATM transactions and Debit Card Transactions; and (5) all other uses permitted under your Account Contract. We may refer to your Available Balance as the “Available Balance” or “Available Funds” in notices we send you.

“Business Account” means any checking or savings account that TCF offers for business or commercial use that is not a Consumer Account.

“Business Day” means every calendar day except Saturday, Sunday, and federal banking holidays.

“Card” or “Debit Card” means your TCF ATM Card or TCF Debit Card that was issued by TCF.

“Consumer Account” means a TCF checking or savings account that you intend to use primarily for personal, family, or household purposes.

“Credit” means a deposit, transfer, credit, or other addition to your Account.

“Cutoff Time” is the designated time before which a transaction must be made to be included for processing on a Business Day as described in the section called “Funds Availability Schedules and Disclosures.”

“Day of Deposit” means the Business Day that TCF receives your deposit with appropriate instructions, as long as we receive it before the Cutoff Time. If TCF receives a deposit after the Cutoff Time, or on a day that is not a Business Day, your Day of Deposit is the next Business Day. For ACH deposits, the Day of Deposit is the day designated as the “settlement date” for the deposit.

“Debit” means a withdrawal or transfer from your Account, or other charge to your Account or deduction from your Account.

“Debit Card Transaction” means a deduction from your Account for a transaction you make using your Card or information on your Card. It does not include ATM cash withdrawals. The money from your Account goes to pay a merchant for goods or services you purchase from the merchant, or to get cash from the merchant, or both. This includes both one-time and recurring transactions, whether or not you are required to use a PIN. “Everyday Debit Card Transactions” are one-time (non-recurring) transactions.

“Deposited Item” means: (1) any Item TCF cashes for you or accepts for deposit to your Account; and (2) any other deposits, Credits, and additions to your Account.

“Digital Banking” means the online banking services that we offer through TCF’s online banking systems and mobile banking applications, including Digital Banking and Business eBanking accessed at tcfbank.com or though our mobile applications.

“Electronic Fund Transfers” or “EFTs” mean any transfer of funds you make or request through an electronic terminal, telephone, computer (such as digital banking transactions), or magnetic tape for the purpose of ordering, instructing, or authorizing us to Debit or Credit your Account. The term includes, but is not limited to: (1) POS Transactions; (2) ATM transfers; (3) direct deposit or withdrawal of funds, including ACH transactions; (4) transfers you request by telephone; and (5) transfers that result from Card transactions, whether or not you made them using an electronic terminal. Check deposits using the TCF mobile deposit service are not EFTs under the Electronic Funds Transfer Act.

“Item” means: (1) checks, substitute checks, indemnified copies of checks, drafts, remotely created items, image replacement documents, returned items, point-of-sale transactions, ATM transactions, and ACH transactions submitted for payment against your Account; (2) account fees; (3) holds we put on your Account; and (4) other oral, written, or electronic orders or instructions for a Debit or Credit to your Account, including those initiated by TCF.

“Money Market Account” means a savings account you can write checks against. These accounts usually have “money market” in the product name.

“Noncash Item” means checks, substitute checks, indemnified copies of checks, drafts, remotely created items, image replacement documents, cashier’s checks, official bank checks, teller’s checks, money orders, and similar documents and instruments.

“Overdraft Protection Account” means a written agreement between you and us under which we agree to make loans to you from time to time to pay overdrafts, not to exceed your credit limit under the agreement.

“Password” means the combination of numbers, upper case letters, lower case letters, and symbols you select for purposes of authenticating yourself when accessing your Account through our Digital Banking services.
“PIN” means a private four digit personal identification number (“PIN”). We use the PIN to verify your identity and to approve certain transactions you make.

“PIN Transaction” means a payment transaction you make using your Card (or information on your Card) when you are required to enter your PIN to complete the transaction.

“POS Transaction” means a payment transaction made at or through a merchant’s point of sale terminal or online payment system.

“Remittance Transfer” means an international consumer transfer of more than $15, requested by consumers in the U.S. and sent to people or companies in foreign countries primarily for personal, family, or household purposes.

“TCF,” “TCF Bank,” “we,” “us,” and “our” mean TCF National Bank and our successors and assigns. Our “successor” is any company that assumes our rights under your Account Contract by operation of law. Our “assigns” is any company to which we transfer our rights under your Account Contract. TCF National Bank is a member of the FDIC.

“TCF ATM” is any ATM we designate for your use with “TCF” displayed on the ATM. Otherwise, the ATM is a non-TCF ATM. A TCF ATM is not necessarily owned or operated by TCF. TCF may, from time to time, change the number and locations of the TCF ATMs without notifying you of the change. For the most current listing of TCF ATMs, please see tcfbank.com.

“TCF ATM Card” means the card we provide for your use to make Electronic Fund Transfers at an ATM.

“TCF Debit Card” means the card we provide for your use to make Electronic Fund Transfers at an ATM or Debit Card Transactions.

"You" and "your" mean each Account owner. If there is more than one Account owner, "you" and "your" mean each owner individually and all owners together. Each owner has the power, individually and on behalf of all other owners, to: (1) make deposits to your Account, or withdrawals from your Account, by whatever means we allow; (2) get and release information concerning your Account; (3) sign any check or other Item or document concerning your Account; (4) give permission to others to act on your behalf concerning your Account; (5) change the ownership on your Account; and (6) close your Account.

Contacting TCF

You can contact TCF by visiting any TCF banking center, by calling us at the telephone number shown below, by sending us a secure message within digital banking, or by writing us at the address shown below. Unless your Account Contract specifically states otherwise, any notices you are required to give us must be given at the telephone number below, when telephone notice is permitted, or the address below, when written notice is required.

Call: 1-800-823-2265 or 612-823-2265

For TTY (hearing impaired) service, you may call us at 1-800-343-6145 or 612-339-3075.

Or write: TCF Bank
Attn: Customer Service
PO Box 190
Minneapolis, MN 55440-0190

USA PATRIOT Act

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What This Means for You

When you open an Account, TCF will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents such as a driver’s license or documents to show your existence as a legal entity, or other identifying documents.

Sharing of Information

You agree that we may, in the ordinary course of business, share with Affiliates and third parties (parties that are not Affiliates), any information about you or your Account. However, if your Account is a Consumer Account, the TCF Privacy Policy provides that you may direct us to not share certain non-public information about you or your Account.

You can get a current copy of the TCF Privacy Policy at any TCF banking center, by contacting us (see the section called “Contacting TCF”), or by visiting tcfbank.com.

Consumer Reports

You agree to give us current information about you and your financial situation when you apply for an Account and whenever we ask for this information while you have a banking relationship with us. You agree that all information you give or will give us is true, correct, and complete.

You give us permission to get consumer reports (including credit scores, such as FICO scores) and other kinds of financial and personal information about you from consumer reporting agencies (sometimes called “credit bureaus”) and others. We may get this information when you apply for an Account and at any later time while you have a banking relationship with us. A “consumer report,” is any kind of report we get from a consumer reporting agency concerning your: (1) credit worthiness; (2) credit standing; (3) credit capacity; (4) character; (5) general reputation; (6) personal characteristics; or (7) mode of living.

You give us permission to: (1) investigate and use the information described in this section in our banking business; and (2) share the information with Affiliates and third parties (parties that are not Affiliates) for use in their business. However, if your Account is a Consumer Account, you may direct us to NOT share certain information described in this section with our Affiliates or other third parties, as explained in the TCF Privacy Policy.

We may report information about your Account to consumer reporting agencies. Late payments, missed payments, or other defaults may be reflected in your report by the consumer reporting agency.

Economic Sanctions

The Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals.

Financial institutions, including TCF, are required to monitor all transactions executed by or through them to identify those that involve any entity or person subject to OFAC-administered laws and regulations. In some situations, an institution may be required to accept deposits and funds that they believe may be subject to OFAC-administered laws and regulations and then freeze them so that they cannot be withdrawn (called “blocking”). In other situations, the institution may be required to reject deposits or funds rather than accept and block them. In either case, the institution is required to notify OFAC.

You agree that TCF is not legally responsible to you for any actions we take or fail to take in a good faith attempt to comply with OFAC-administered laws and regulations.
Your Contract With TCF

You have a contract with TCF covering your Account ("Account Contract"). Your Account Contract consists of the following:

- These Terms and Conditions for Checking and Savings Accounts;
- Your Account Agreement (the agreement that you sign when opening your Account);
- Your Account application (as applicable);
- Your Account Evidence (as applicable);
- The agreement for any additional services you ask for (such as digital banking services, bill payment services, or wire transfer services);
- TCF’s Schedule of Fees;
- TCF’s Account Disclosure;
- TCF’s Privacy Policy (as applicable);
- TCF’s Current Rates and Yields (as applicable);
- Account Disclosure Statements for Individual Retirement Accounts, Coverdell Education Savings Accounts, or Health Savings Accounts (as applicable);
- Checks, deposit and withdrawal slips, and other forms you use to make deposits to, or withdrawals from, your Account; and
- Any other written agreements between you and TCF.

By signing your Account Agreement, you agree to all the terms of your Account Contract. By opening or continuing your Account, or using any Account-related service, you confirm your agreement to all the terms of your Account Contract.

You should keep a copy of your Account Contract, along with any information we give you regarding changes to your Account Contract, for as long as you have your Account with us.

You can get a current copy of the documents that make up your Account Contract, including our current rates and fees, by contacting us (see the section called “Contacting TCF”). The terms and conditions for Digital Banking are available at tcfbank.com and within the applicable Digital Banking.

Changes to Your Account Contract

We may change your Account Contract from time to time by: (1) adding new terms, conditions, services, charges, and fees; and (2) modifying or deleting existing terms, conditions, services, charges, and fees. We may make such changes in our sole discretion. All changes to your Account Contract take effect immediately when we give you notice of the change, unless the notice states otherwise.

However, if you have given us notice of a Claim under the section called “Arbitration of Disputes,” no change to the “Arbitration of Disputes” section after we received your notice will apply to the Claim. Likewise, if we have given you notice of a claim under the section called “Arbitration of Disputes,” no change to the “Arbitration of Disputes” section after you have received our notice will apply to the Claim.

TCF will notify you of any changes to your Account Contract. We will comply with any law or regulation that requires notice within a minimum number of days before the effective date of the change. Except where a law, regulation, or another term of your Account Contract requires notice by some other means, we will notify you about the change when you ask for an Account-related service.

By continuing your Account or using any Account-related service after the effective date of any change, you confirm your agreement to the change.

If your Account pays interest, we may change the interest rate and annual percentage yield from time to time without notifying you in advance. You can find out the current interest rates by contacting us.

Who May Use Your Account

You agree that you will not permit another person to make withdrawals from your Account, use your Card, use your PIN, use your Password, or write checks against your Account, except as stated in the section called “Authorized Signers.”

Available Balance

How Deposits Affect Your Available Balance

Your Available Balance depends on when and how you make deposits. Some kinds of deposits such as cash deposits and transfers from another TCF account, increase your Available Balance at the time of the transaction if you make them before the start of processing. Processing starts in the evening on Business Days.

Other kinds of deposits do not affect your Available Balance immediately. We post other deposits you make before the Cutoff Time on a Business Day when we process transactions. We then make the deposit available at the beginning of the Business Day. We treat deposits you make after the Cutoff Time on a Business Day, or on a non-Business Day, as if you made them the next Business Day.

See the section called “Funds Availability Schedule and Disclosures” to determine how deposits affect your Available Balance.

How Withdrawals Affect Your Available Balance

Your Available Balance also depends on when and how you make withdrawals. Some withdrawals, such as cash withdrawals and transfers, reduce your Available Balance at the time of the transaction. Checks written against your Account that TCF cashes also reduce your Available Balance at the time of the transaction.

Checks you write otherwise reduce your Available Balance when they are submitted to TCF for payment and we post them to your Account. We post checks we receive in a TCF banking center before the Cutoff Time on a Business Day when we process transactions. Processing starts in the evening on Business Days. We treat checks we receive in a TCF banking center after the Cutoff Time on a Business Day, or on a non-Business Day, as if we received them the next Business Day. We post checks we receive from the Federal Reserve or other banks when we process them.

Funds you deposit that are returned unpaid reduce your Available Balance when we post the returns to your Account.

How ACH Transactions Affect Your Available Balance

TCF adjusts your Available Balance for ACH deposits and withdrawals on the Business Day designated by the sender as the “settlement date” for the transaction. We do so before the start of processing for that Business Day (see the section called “Order of Posting”). We then post these transactions when we process them. Processing starts in the evening on Business Days.
How ATM and Debit Card Authorizations Affect Your Available Balance

You are asking TCF to approve, or “authorize,” an ATM transaction or Debit Card Transaction when you: (1) use your Card or Card number to pay for a transaction or to make an ATM withdrawal; or (2) use your Card or Card number in some other permitted way, such as to transfer money or pay a bill. When TCF authorizes an ATM transaction or Debit Card Transaction, network rules generally require us to complete the transaction if and when it is submitted to us for payment. Therefore, we reduce your Available Balance immediately when we authorize the transaction and before the Item is submitted to us for payment.

We may, in our sole discretion, adjust an authorization to better reflect our estimate of the likely transaction amount.

Example: Some merchants, such as gas stations, may request authorization of $1 and then submit the transaction to TCF for payment in a much larger amount. In these and other similar cases, TCF may increase the authorization placed against your Account (and therefore reduce your Available Balance by the same amount) to equal our estimate of the actual transaction amount.

For Debit Card Transactions, we adjust your Available Balance if: (1) the Item ultimately submitted to us for payment differs from the amount we authorized (as adjusted); or (2) if the transaction was not previously authorized and we pay it. Also, we increase your Available Balance if a Debit Card Transaction we authorized is not submitted to us for payment within three Business Days. We then decrease your Available Balance again if and when the transaction is later submitted to us for payment and we pay it.

Example: Some merchants may obtain authorizations for the estimated amount of their charges before they provide service. These merchants can include car rental companies, hotels, cruise lines and taxi cabs.

The merchants may then submit a different (and typically lower) amount to us for payment after they provide service and know the actual charges. Some of these merchants may also submit transactions for payment after three Business Days. If you pay using another card or pay by cash or check, the transaction should never be submitted to us for payment.

In these cases, we reduce your Available Balance when we authorize the transaction. We do so by the amount of the authorization (which we may adjust as described above). If the Item is submitted to TCF for payment in an amount that differs from the authorized amount, we will then adjust your Available Balance by the difference.

If we have not received the merchant’s request for payment within three Business Days, we increase your Available Balance by the amount authorized. If and when the merchant eventually submits the transaction to us for payment, we may be required under network rules to pay the transaction from your Account. This depends on when we received it. If and when we pay the transaction, we reduce your Available Balance by the actual amount of the transaction (potentially to less than $0).

We adjust your Available Balance for Debit Card Credits either when we receive notice of the Credit or when we ultimately post the Credit to your Account, depending on the method the merchant uses to notify us of the Credit. The method used by the merchant is outside of our control.

To determine the amount of any outstanding authorizations against your Account, contact us (see the section called “Contacting TCF”) or access Digital Banking.

How Other Transactions Affect Your Available Balance

TCF may reduce your Available Balance by the amount of any: (1) hold we put on your Account; (2) lien or security interest in your Account; (3) setoff we exercise against all or part of your Account balance; (4) deduction we make from your Account because of a dispute, legal process, reversed deposit, fees, or other reason; (5) Item if we receive notice that the Item will be presented for payment or collection against your Account (the reduction may vary somewhat from the actual amount of the Item); (6) any checks that we certify; and (7) any checks you cash from accounts at another financial institution.

Deposits

Availability of Funds and Payment of Interest

Your deposit becomes Available Funds within the time stated in TCF’s funds availability schedule. See the section called “Funds Availability Schedule and Disclosures.” When a deposit becomes available on a Business Day, it is available at the beginning of that day.

We do not use the funds availability schedule to determine when to accrue interest on accounts that pay interest. Instead, if your Account pays interest, we begin to accrue interest on your deposit of a Non-Cash Item no later than the Business Day (excluding all federal holidays) that we receive credit for the deposit. This may be before or after some or all of the deposit becomes Available Funds. We pay interest based on your Account balance (excluding deposits for which we have not yet received credit), after all Items for the day have been posted to your Account.

Noncash Items deposited to your Account may not be immediately available for withdrawal or be part of your Available Balance even if we have: (1) collected or received credit for the deposit; or (2) begun accruing interest on the deposit (for accounts that pay interest).

Notice of Deposits

We are not legally responsible to you for any deposit or notice you send to us until we receive it. We do not have to notify you of any oral, written, or electronic order to deposit funds to your Account (including incoming wire transfers and ACH Credits) other than the notice you receive in your Account statement. You can, however, confirm a deposit to your Account by contacting us (see the section called “Contacting TCF”).

TCF’s Right to Accept or Refuse Deposits

We may, without asking any questions, accept a deposit to your Account from anyone, made in any manner, and at any time. We may also refuse to accept all or any part of any deposit for any reason. We are not responsible for a deposit until a TCF employee has received, verified, and accepted it.

Problems With Your Deposit

Even though funds may be Available Funds, and even though you may have withdrawn them, you are still responsible for problems with the deposit, such as deposited checks or cashed checks that are returned unpaid.

Endorsing Your Check

By regulation, you must leave a specific area on the back of every check blank so that the bank can properly endorse (sign the back of) the check. If you sign your name or add other wording or stamp in this restricted area, you will be legally responsible for checks that are returned late for that reason, plus any related expenses. You will meet endorsement requirements if you keep your endorsement (including any wording or stamp) within 1- 1/2 inches of the trailing edge of the check. The trailing edge is the left-hand side of the check as you look at the front. When you use mobile deposit you need to include the following in the endorsement: “For TCF mobile deposit only.”

Check Cashing

We may require you to deposit a check or other Noncash Item payable to you into your Account, instead of cashing it. If we
cash a check or other Noncash Item for you, we may put a hold on your Account (or any other checking or savings account you have with us) for a corresponding amount until we collect it or until we are required to release the hold under applicable law.

Collection Items
TCF may handle a check or other Noncash Item as a collection item instead of accepting it for deposit to your Account. Handling a check or other Noncash Item as a “collection item” means that we will send it directly to the issuer’s bank for payment instead of accepting it for deposit to your Account. When we receive payment for a collection item, we will Credit your Account. If the collection item is returned unpaid, we will return it to you. We have sole discretion to determine whether to accept a check or other Noncash Item for deposit or for collection.

Lost or Misrouted Deposits
If a check or other Noncash Item that you deposit is lost or misrouted, you agree to cooperate with us in recreating it. We may deduct from your Account the amount of any check or other Noncash Item you deposited that we cannot collect because it is lost or misrouted through no fault of ours, and we may reverse any interest we paid in connection with the deposit.

Responsibility for Deposited Items
We are not able to tell you if a check or other Item you deposited to your Account is “good,” has “cleared,” or is subject to a return or other adjustment. You continue to be legally responsible to us for all Items deposited to your Account, before and after we make the deposits available to you.

Foreign Currency Deposits
We do not have to accept deposits in the form of, or payable in, a foreign currency.

Deposit of Remotely Created Checks
A “remotely created check” is defined as any check that is not created by the paying bank and that does not have the signature or purported signature of the person on whose account the check is drawn (the “drawer”).

You agree not to cash or deposit any remotely created check unless: (1) the drawer has authorized the check; and (2) you have obtained our written permission to deposit remotely created checks before cashing the check or making the deposit. You will provide proof satisfactory to TCF that the drawer of any remotely created check has authorized the check.

You are legally responsible for all our losses that result from any remotely created checks you cash or that are deposited to your Account, whether or not you have obtained TCF’s permission.

Remote Deposit Capture (Mobile Deposit)
You agree not to cash or deposit any check that you have previously deposited by remote image capture at either TCF or another financial institution.

You are legally responsible for all our losses that result from any check you cash or deposit that has been previously deposited by remote image capture.

Deposit of Substitute or Imaged Checks
“Substitute check” is defined in the section called “Substitute Checks and Your Rights.”

You agree that you will not cash or deposit any substitute checks or image documents intended as substitute checks that have not been previously endorsed (signed or stamped on the back) by a bank. Our acceptance for collection or deposit of a substitute check or image document intended as a substitute check will not be considered a waiver of the previous sentence.

If you cash or deposit such a check or document, you give us the same warranties and indemnities that: (1) we are legally required to give under applicable law or regulation to others for the Item, and (2) we give under applicable network or clearinghouse rules for the Item.

You are legally responsible for all our losses that result from any substitute checks or image documents intended as substitute checks that you cash or are deposited to your Account.

Image Return of Deposited Items
We may, in our sole discretion, receive the return of any Item deposited to your Account by image copy of the Item or other electronic return from the returning bank. If the original Item deposited to your Account is a paper check, you acknowledge and agree that we may not be able to provide you the original paper check should you ask for it.

Substitute Checks and Your Rights

What is a Substitute Check?
To make check processing faster, federal law permits banks to replace an original check with a substitute check. A “substitute check” is an image copy of the original check. A substitute check is similar in size to the original check, but 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 section describes rights you have when you receive substitute checks from us. These rights only apply to Consumer Accounts. Your rights in this section do not apply to original checks, check images, or to electronic Debits to your Account. However, you may have rights under other laws 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 or NSF returned item 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 laws.

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 TCF is later 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 (see the section called “Contacting TCF”). You must contact us within 40 calendar days of the date that we mailed (or delivered by another means to which you have 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.
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: the check number, the name of the person to whom you wrote the check, and the amount of the check.

### Substitute Checks, Indemnified Copies, Images, and Image Replacement Copies

In some cases, we may be presented with an indemnified copy of your original check, an image replacement document, a substitute check, or an image of your check, instead of the original check. We may treat any of these items the same as your original check and pay these items against your Account or return them, just as if the original item had been presented.

### Image Return of Checks Written Against Your Account

We may, in our sole discretion, return any Item presented to us for payment from your Account by transmitting or otherwise providing the Item to the returnee bank using an image copy of the Item or other electronic return. If the original Item is a paper check, you acknowledge and agree that we may not be able to provide you the original paper check should you ask for it.

### Endorsements on Deposited Items

Any time you want to cash or deposit a check or other Noncash Item, you must first properly endorse (sign the back of) the Item in ink. You can contact us (see the section called “Contacting TCF”) with questions about endorsement requirements. Stamped or typed endorsements are acceptable for deposit purposes only. However, we do not have to accept a stamped or typed endorsement. For checks or other Noncash Items made out to more than one person (payee):

- All payees must endorse the Item if “and” is used between the payee names.
- Only one payee needs to endorse the Item if “or” is used between the payee names or no word is used between the payee names.

We may supply your endorsement to any check or other Noncash Item we cash or accept for deposit or collection, but we are not required to in order to collect the item.

We may refuse to accept any check or other Noncash Item unless we can verify to our satisfaction that the Item has all of the necessary endorsements. For example, we may require all endorsers to be present and provide acceptable proof of their identity before accepting an Item.

You are legally responsible to us for all checks and other Noncash Items we cash or accept for deposit or collection that are not properly endorsed. We are not legally responsible to you for accepting an Item that does not meet the requirements of this section called “Endorsements on Deposited Items.”

### Warranties on Deposited Items

In addition to any other warranties (guarantees) you make by law or agreement, you warrant to us as follows for each check and other Noncash Item that we cash for you or accept for collection, payment, or deposit to your Account that:

- All signatures on the check or other Noncash Item are authentic and authorized;
- You have the right to enforce the check or other Noncash Item;
- The check or other Noncash Item has not been changed;
- The check or other Noncash Item is valid; and
- There is no other claim or problem with the check or other Noncash Item.

As to each such check or other Noncash Item, you also give us the same warranties and indulgences that: (1) we are legally required to give under applicable law or regulation to others for the Item; and (2) we give under applicable network or clearinghouse rules for the Item.

You are legally responsible to us for all checks and other Noncash Items we cash or accept for deposit or collection if you breach any of your warranties in this section.

### Returned Deposited Items

If a check or other Item is deposited to your Account, or you receive cash or other value for the Item, and the Item is returned unpaid to us or we receive notice of a claim or problem related to the Item (for example, alterations or missing or unauthorized endorsements or an error by the person initiating an ACH Credit or wire transfer), or we are unable to collect the Item for some other reason, we may:

- Deduct the amount of the Item from your Account, even if doing so causes your Account balance to go below zero;
- Put a hold on any of your Accounts or certificate of deposit accounts you have with us for the amount of the Item;
- Deduct any related interest from your Account;
- Resubmit the Item for payment by any means (including electronically) or attempt to collect the Item by other means; and
- Pay any claim related to the Item.

Unless required by applicable law, we may take these actions without notifying you in advance. These deductions and holds will reduce your Available Balance. If we take any of these actions, we are not legally responsible to you if other Items exceed your Available Balance as a result. You agree to immediately pay us any amount by which your Account is overdrawn because of these actions.

### No Assignments or Pledges

In this section, “assign” means to: (1) sell, assign, or pledge all or any part of your Account; (2) give a lien or security interest in all or any part of your Account; (3) or transfer all or any part of your Account (or by other means).

Your Account can only be assigned by showing the assignment on TCF’s records. You may not assign your Account without our written permission. If you do, we do not have to honor the assignment and it will be void. We do not have to give permission for any assignment, and we will not give permission for a transfer of an assignment that you can write checks against.

We may prevent you from withdrawing or transferring funds from your Account if you have assigned the Account to another person.

### Withdrawal Requests

We do not have to allow withdrawals or transfers from your Account until all account owners have signed the Account Agreement. We may require you to show or use your Account Evidence when you ask for a withdrawal in person. We may also require additional identification, such as your PIN or government photo identification card. We may make exceptions to these requirements, or we may rely on other documents with your signature. We do not have to ask questions of any person giving us a withdrawal request with your signature or investigate any withdrawal request that has your signature.

We may require advance notice for large cash withdrawals (including when you cash a large check). We may refuse a request to withdraw funds in cash if we believe the request poses a security risk. We may require you to accept a Noncash
Item or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you are at risk for the funds when we deliver them to you. We also may require you, at your risk and expense, to hire a guard service acceptable to us, but we are not required to do so.

**Right to Require Notice of Withdrawal**

If your Account is a savings account or “negotiable order of withdrawal account,” TCF may require you to notify us in writing at least seven days before you withdraw or transfer funds from your Account. We are required to reserve this right under federal regulations. If we require this notice, the seven day period starts on the day we receive your written notice.

**Available Balance**

We use your Available Balance to decide whether to: (1) allow cash withdrawals; (2) pay checks; (3) allow transfers; and (4) pay other items submitted to us for payment from your Account. Subject to the terms of your Account Contract, we will allow and pay these transactions if they do not exceed your Available Balance.

We also use your Available Balance to decide whether to authorize ATM transactions and Debit Card Transactions. Subject to the terms of your Account Contract, we will authorize these transactions if they do not exceed your Available Balance at the time of the authorization request.

**TCF’s Rights When Items Exceed Your Available Balance**

We may decide to either pay or not pay any item submitted to us for payment from your Account that exceeds your Available Balance at the time of posting. We may also decide to either authorize or not authorize any ATM transaction or Debit Card Transaction that exceeds your Available Balance at the time of the authorization request. See, however, the section called “Opt-In” below.

We will make decisions concerning the payment of Items or authorization of ATM transactions and Debit Card Transactions that exceed your Available Balance in our sole discretion. Network rules generally require us to pay all ATM transactions and Debit Card Transactions once we authorize them.

We may decide not to pay an Item or authorize an ATM transaction or Debit Card Transaction that exceeds your Available Balance even if we have done so (repeatedly or otherwise) in the past. We do not have to notify you before hand, or at the time of our decision, whether we will pay an Item or authorize a transaction that exceeds your Available Balance. Once we authorize them, you may not place a stop payment on an ATM transaction or Debit Card Transaction. Network rules generally require us to pay them.

You agree to pay TCF the amount of any negative account balance (overdraft) immediately when we ask for payment. We will not automatically transfer funds from another account you have with us to “cover” an Item that exceeds your Available Balance unless you have signed up for an Overdraft Protection Account or our Overdraft Protection Transfer Service or we have agreed to do so separately in writing. However, see the section called “Setoff and Other Deductions” for an explanation of our setoff rights.

We calculate overdraft fees and NSF returned item fees on the next Business Day after the overdraft occurred. They will show as pending during the day and will post to the Account during nightly processing.

**Overdraft and NSF Returned Item Fees**

We will charge you a fee, called a “overdraft fee,” each time we pay an Item that exceeds your Available Balance. However, we will not charge an overdraft fee in certain situations described in the section called “Opt-In.” We will also charge you a fee, called a “NSF returned item fee,” each time an Item is submitted (or resubmitted) to us for payment from your Account and we return the Item without paying it. We sometimes refer to this fee as simply a “nonsufficient funds fee (NSF).” We return an Item without paying it if we refuse to pay the Item or pay the Item and then reverse the payment.

See TCF’s Schedule of Fees for the amount of the overdraft fee and NSF returned item fee. We may waive (give up) the overdraft fee or NSF returned item fee for some transactions from time to time. By doing so, we do not waive our right to charge these fees for other transactions.

**Opt-In**

This section called “Opt-In” only applies to checking and Money Market Accounts that are Consumer Accounts.

We do not charge a fee for overdrafts due to ATM or for Everyday Debit Card Transactions (that is, transactions coded as one-time or non-recurring) unless you ask us to authorize and pay those transactions. You can do so, called “opt-in,” by notifying us when opening your Account. Or you may notify us later.

You can change your election at any time. To do so, and for more information about changing your election, contact us. We have given you a notice called What You Need to Know About Overdrafts and Overdraft Fees that further describes our policy and the opt-in process. You agree that we can give you notices electronically related to opt-in.

You are not required to opt-in to get an account. Even if you opt-in, it is up to our discretion to authorize or not authorize any ATM or Everyday Debit Card Transactions that exceed your Available Balance at the time of the authorization request. If you do not opt-in, we do not intend to authorize these transactions. We do not charge a fee for declining Debit Card authorizations.

**ATM and Debit Card Authorizations and Settlements**

We will charge you an overdraft fee for ATM transactions and Debit Card Transactions that exceed your Available Balance when we post the transaction to your Account, except as stated in the section called “Opt-In.” It generally takes three Business Days or less after we authorize a Debit Card Transaction for it to be submitted to us for payment and posted to your Account. ATM transactions and some Debit Card Transactions are submitted for payment as soon as the same Business Day that we authorize them. These time frames are generally outside our control.

Our authorization of an ATM transaction or Debit Card Transaction does not mean your Account has, or will have at the time the transaction is submitted to us for payment and posted to your Account, enough funds to avoid any overdraft or NSF returned item fees.

**Example:** Our records may show that your Available Balance is enough to cover a Debit Card Transaction you want to make, and we therefore authorize it. However, the same day we receive a check for payment against your Account that exceeds your Available Balance due to our authorization of the Debit Card Transaction. Even though the check exceeds your Available Balance, we decide in our discretion to pay it. This results in an overdraft and, depending on the amount of the overdraft and your account type, overdraft fees will apply. Unless you have made a deposit in the meantime, you may also incur an overdraft fee when the Debit Card Transaction is submitted to us for payment and posted to your Account.

In some instances, a merchant (for example, a gas station or restaurant) may obtain an authorization for one amount and then submit a higher amount to us for payment. In other cases, a merchant may submit a Debit Card Transaction for payment without obtaining any authorization in advance. In these...
instances, we have the right to pay or not pay the transaction if it exceeds your Available Balance. If we pay it, we will charge you an overdraft fee, except as stated in the section called “Opt-In.” Regardless of whether a Debit Card Transaction is submitted to us for authorization, and regardless of whether a transaction is for more or less than the amount we authorize, you are responsible for the transaction if we pay it.

Merchants, not TCF, determine the amount of a Debit Card Transaction authorization request (although we may adjust the authorization amount to better reflect our estimate of the transaction amount). If a merchant obtains an authorization for more than the actual transaction amount (or if our adjustment results in an authorization for more than the transaction amount), we are not legally responsible to you for refusing to honor any Items or for refusing to authorize any other ATM transactions or Debit Card Transactions because we reduced your Available Balance by the amount we authorized.

**Overdraft Protection Transfer Service**

TCF’s Overdraft Protection Transfer Service (the “Service”) automatically transfers funds from your TCF deposit account to your TCF checking account when items posted to your checking account exceed your Available Balance (“overdraw”).

The amount automatically transferred will be the amount needed to bring your checking account’s Available Balance to $0, plus the overdraft protection fee, but not to exceed your deposit account’s Available Balance. If we receive more than one Item for payment in a day that together exceeds your deposit account’s Available Balance, we will make transfers in the order in which the Items are processed or “posted” to your checking account. However, we will disregard any Item (including the transfer fee) that exceeds your deposit account’s Available Balance. We will not make a transfer if the funds in your deposit account are restricted.

We charge an overdraft protection fee for each transfer using the Service, which we will deduct from your checking account. However, we will not charge more than one overdraft protection fee per day. We will deduct the applicable overdraft and NSF returned item fees from your checking account for any Items not covered by the transfer.

You must designate one deposit account for making transfers to your checking account using the Service.

Enrollment in the Service is free. You can contact us to enroll for the Service and to verify whether or not a transfer has taken place (see the section called “Contacting TCF”). All the terms of your Account Contract apply to the Service.

We reserve the right to limit or stop the Service at any time upon notice to you. You can cancel the Service by contacting us (see the section called “Contacting TCF”).

Under federal regulations, you are limited to six transfers or withdrawals (or a combination of transfers or withdrawals) from a savings account during a month or monthly statement period, including transfers or withdrawals using the Service. See the section called “Limits on Withdrawals and Transfer Requests.” We may process a transfer even though it exceeds the monthly limit. You are therefore responsible for monitoring transfers and withdrawals from your savings account, including transfers using the Service, and you will be responsible for any fees we charge when the monthly limits are exceeded.

**Order of Posting**

We begin to process or “post,” transactions to your Account (both deposits/Credits and withdrawals/Debits) in the evening of each Business Day if we receive the transaction before that day’s Cutoff Time. We process transactions we receive after the Cutoff Time on the next Business Day.

Transactions on your Account may not be processed in the order in which they occurred. If we receive several Items for payment against your Account during a day, the order of posting may be different (and generally will be different) from the order in which we received them. The order of processing may also be different from the order in which the transactions occurred and the day on which they occurred.

The order transactions post will impact your Available Balance. If all your transactions on a Business Day exceed your Available Balance at the start of processing, the posting order could affect the number of overdrafts or returned items on your Account and the number of fees you incur.

<table>
<thead>
<tr>
<th>Order of Posting</th>
<th>Transactions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All deposits made before Cutoff Time, including withdrawal reversals and fee reversals in chronological order</td>
</tr>
</tbody>
</table>
| 2                | Bank posted debits and banking center transactions in chronological order:  
|                  | • Account closure withdrawal  
|                  | • Deposit reversals  
|                  | • Teller withdrawals  
|                  | • Debit adjustments  
|                  | • Returned deposited items  
|                  | • Child support levy withdrawals |
| 3                | ATM cash withdrawals in chronological order |
| 4                | Outgoing wire transfers in chronological order |
| 5                | In chronological order:  
|                  | • Transfers to another TCF account  
|                  | • TCF loan automatic debits  
|                  | • Overdraft Protection Line of Credit payments  
|                  | • Checks you write that are deposited into a TCF account or cashed in a TCF banking center |
| 6                | Overdraft and NSF Returned Item fees from the previous processing day |
| 7                | Debit Card Transactions and reversal of Debit Card Credits in chronological order based on the date and time associated with the transaction |
| 8                | Checks in lowest-to-highest order based on check number, including checks you write or digital bill payments sent by paper check |
| 9                | Electronic withdrawals (ACH), recurring transfer withdrawals, check order charges, digital bill payments sent by ACH and digital banking external transfers in chronological order based on when we receive the electronic file for the withdrawals |
| 10               | Federal tax withholding withdrawals and all other account fees, such as:  
|                  | • Monthly maintenance charges  
|                  | • Non-TCF ATM withdrawal fees  
|                  | • Paper statement fees  
|                  | • Excessive Withdrawal fees  
|                  | • Deposited Item Returned fees  
|                  | • Overdraft Protection Transfer fee  
|                  | • Transfer fees  
|                  | • Wire fees  
|                  | • Account Analysis Charges |

To determine the order of posting, the following also apply:

- If we cannot determine the chronological order, we process them in lowest-to-highest order based on the amount of the transaction.
- The date and time associated with ATM withdrawals and Debit Card Transactions relate to when the transactions are processed for payment through the payment card.
networks. However, the date and time associated with a TCF ATM withdrawal relate to when the withdrawal takes place. If two or more transactions have the same date and time, the transactions will be posted in random order.

- Checks include any check submitted to us in electronic form if we can determine from the electronic record that the item represents a check. If a check is submitted to us electronically, we will use the check number assigned during processing (which may be different from the number printed on the original check). Electronic checks without an assigned check number (or when we cannot determine the check number) will be processed in random order after all other checks have been processed. Paper checks created through the TCF bill pay service are assigned a check number and processed with the checks you write.

- If we receive more than one ACH withdrawal for your account at the same time for payment on the same day, we process them in the order in which they appear in the electronic file.

- An overdraft protection funds transfer to a checking account will post before all other transactions listed in the order of posting schedule.

We may change the way we process transactions at any time regardless of any request or instruction you give us. We may do so in our sole discretion without notifying you.

The order in which Items appear in your account history (including in your printed account statement, in Digital Banking, at an ATM, or in information we provide you in person or over the telephone) is not in the order in which we post or will post them to your Account.

 Fees and Charges
We may charge, and you agree to pay, fees for services relating to your Account (even if you do not use your Account) according to our then-current Schedule of Fees and other fee schedules we may issue from time to time. You may obtain a current Schedule of Fees at tcfbank.com, any TCF banking Center, or by calling us or writing us for a copy. These fees may be in the form of flat fees, recurring fees, interest, or other form. However, any interest we charge will not exceed the highest rate the law allows.

TCF may deduct any fees and other amounts you owe us under your Account Contract from your Account. We may do this without notifying you in advance. We are not legally responsible to you for refusing to honor withdrawals or pay Items when they exceed your Available Balance because of these deductions. In the event any fees that relate to your Account are determined to fall under Section 85 of the National Bank Act (12 U.S.C. § 85), we refer to South Dakota substantive law to determine the highest permissible fee or charge.

 Faulty Check Stock
You alone are responsible for any losses that result if you: (1) have your checks printed by someone who has not been approved by us; (2) use check stock or features (such as security features) that cause important information to disappear or be obscured upon truncation (“truncation” generally means replacement of the original check with an image copy as part of the check collection process); (3) make your check out in a way that causes important information to disappear upon truncation (such as using a lightly colored ink); or (4) use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, duplicate serial numbers, or other defects.

 Funds Transfer Systems
Funds transfers to or from your Account using a third-party payment system are governed by the rules and regulations of the organization responsible for operating the payment system. For example, if you receive direct deposit of your pay into your Account each month, or if you make automatic bill payments from your Account each month, those transactions may be processed through the ACH network. If so, you and we are governed by the National Automated Clearing House Association Operating Rules & Guidelines in effect at the time of the transaction just as if they were fully set forth in your Account Contract. We may agree to exchange transactions directly with other banks following (or partially following) the rules and regulations of a third-party payment organization or other organization. Electronic checks may be exchanged following the National Automated Clearing House Association Operating Rules & Guidelines and the Electronic Check Clearing House Organization Rules. If we do so, you and we are governed by those rules and regulations to the extent they are included in our agreement with the other bank, just as if they were set forth in your Account Contract.

 Ownership and Bank Records
We may rely on our records to determine the owners, account beneficiaries, “authorized persons,” and form of ownership, for your Account. If our records show that a person is an owner or a co-owner of your Account, and that person falls to sign our required account forms, we are not prevented from treating the person as an owner or co-owner of the Account.

 Authorized Signers
Each of you may designate other persons to act on behalf of you, your estate, and all other Account owners concerning your Account. We refer to these other persons as “authorized persons.” Unless we agree otherwise in writing, each authorized person will have the right to: (1) make deposits to your Account, or withdrawals and transfers from your Account, by whatever means we allow; (2) get and release information concerning your Account; (3) sign any check or other Item or document concerning your Account; (4) change the ownership on your Account; and (5) close your Account. Notwithstanding any prior agreement, practice or request from you, we will not monitor checks or other items for two signatures. Checks are processed by high speed equipment and we cannot commit to a manual review of checks.

Authorized persons include any person:

- Named or described in a resolution for your business, certificate of authority you sign, your Account Agreement, or your Account Contract, as an authorized signor or other person authorized to act concerning your Account;
- To whom you give blank checks, your Account number, your Card, your PIN, or your Password for purposes of transacting business on your Account;
- To whom you give a “power of attorney,” which we allow only for personal accounts;
- With actual, implied, or apparent authority to act on your behalf concerning your Account; or
- Appointed by a court to act on your behalf or your estate’s behalf concerning your Account.

You are bound by all actions of an authorized person concerning your Account, except where the law provides otherwise. Before accepting instructions or transactions from an authorized person, we may require you, and all other Account owners, to sign forms and give us other legal documents acceptable to us that establish the powers of the authorized person to act concerning your Account.

Even if you provide us with documentation restricting the rights of any authorized person, you agree that these restrictions are between you and the authorized person and we are not responsible for monitoring the actions of any authorized person. You therefore agree that we are not legally responsible to you if we accept an instruction or transaction from an authorized person that: (1) is not done solely for your benefit or your estate’s benefit; (2) appears to benefit the authorized person; (3) exceeds the authorized person’s authority; or (4) happens after the authorized person no longer has authority to act concerning
your Account, including as a result of your death or legal incompetence, except as set forth in the following paragraph. You agree to notify us promptly in writing (see the section called “Contacting TCF”) when an unauthorized person no longer has your permission to act in connection with your Account. The notice must be in a form reasonably acceptable to us. A person is no longer an “authorized person” after we receive your notice and acknowledge that we will remove that person as an authorized person from your Account records and have a reasonable opportunity to implement and act on such removal. It is your responsibility to ensure that this formerly authorized person has no access to checks, Cards, PINs or Passwords for your Account and that this person is removed as an authorized user from Digital Banking, if applicable.

Safeguarding Requirements
You agree to notify us immediately if you become aware of the loss or theft of an Account-related document or the unauthorized use of an Account-related document (see the section called “Contacting TCF”). Unless the law or your Account Contract provide otherwise, you are legally responsible to us (and we are not responsible) for any losses on your Account that result from your failure to use ordinary care in handling, safeguarding, or storing your Account-related documents or failure to immediately notify us of the loss, theft, or unauthorized use of an Account-related document. “Account-related documents” include your checks, cancelled checks, blank checks, deposit slips, withdrawal forms, account statements, Cards, PIN, Password, Account Evidence, and other Account information and documents.

Non-Handwritten (Facsimile) Signatures
In this section, a “non-handwritten signature” means any signature that appears to be yours or that of an “authorized person” (see the section called “Authorized Signers”) and is: (1) rubber-stamped; (2) facsimile or machine-produced; or (3) made in any other way that is not handwritten.
We may rely on a non-handwritten signature in paying Items against your Account. You alone will be responsible for maintaining the security of non-handwritten signatures or any device used to make non-handwritten signatures. You alone will have the risk of unauthorized use of a non-handwritten signature, whether or not you were negligent.
All non-handwritten signatures will be effective as your authorized signature or endorsement, whether or not you were negligent.

Tax Identification Number (TIN) Certification
In most instances, U.S. Treasury Department regulations require TCF to obtain a tax identification number (TIN) for each Account. To avoid backup withholding tax, you must provide us with an Internal Revenue Service (IRS) Form W-9 (or substitute Form W-9) or Form W-8BEN. U.S. citizens or other U.S. persons, including resident alien individuals, must appear as the primary owner of your Account and must provide a signed Form W-9 (or substitute Form W-9). Non-resident aliens must provide a signed Form W-8BEN. TCF may also require other forms.
Until we have received the completed and signed Form(s) W-9 (or substitute Form W-9) or W-8BEN, we may either: (1) not pay interest on your Account; or (2) pay interest and comply with the IRS backup withholding requirements.
If, at any time, we receive information indicating that someone other than you is using the same TIN that you certified as your TIN on Form W-9 (or substitute Form W-9), and we are not able to determine that you are the rightful owner of the TIN, we may, without notifying you, either: (1) stop paying interest on your Account; or (2) continue paying interest but do not comply with the IRS backup withholding requirements. We may also take any other action we consider reasonable.

If you are the last surviving owner of your Account, upon your death we must be provided with your estate’s or your beneficiary’s TIN, as applicable. If this is not provided, we may either: (1) stop paying interest on your Account after the date of your death; or (2) withhold a portion of the interest earned on your Account since the date of your death.

TCF’s Right to Change Your Account Type
We may change your Account to another TCF account type if you do not meet the requirements or restrictions of your current account type or if we stop offering that account type. This may change the services you receive on your Account and the fees we charge you for your Account.

Legal Process and Bankruptcy
A creditor or governmental agency may attach your Account by service of legal process in any state in which we operate a banking center. If we receive any legal papers relating to you or your Account, such as a garnishment, levy, or order from a court or government agency, we may: (1) hold the funds in your Account (or remove them from your Account and hold them in a separate account that does not pay interest) until we determine who has the legal right to them; and (2) pay funds from your Account as the legal papers require. If your Account is a joint Account and the legal papers relate to any one of the joint Account owners, we may put a hold on the funds and pay them as the legal papers require without first determining how much was contributed to the Account by each joint Account owner. We may do so regardless of any presumption of ownership under the law.
If you file for bankruptcy or bankruptcy is filed against you, we may put a hold on the funds in your Account and turn them over to the bankruptcy trustee.
If we are not sure how much of an Account is affected by any legal papers or bankruptcy, or if we are aware of any dispute regarding your Account or ownership of funds in your Account, we may: (1) put a hold on the funds in your Account and require a court order telling us where to pay the funds; (2) pay the funds to the court; or (3) require you to give us a liability bond (which is similar to an insurance policy that protects TCF).

Setoff

Setoff and Other Deductions
We may deduct funds from any of your Accounts and certificate of deposit accounts you have with us or any of our Affiliates (whether or not there is an early withdrawal penalty on the certificates), to pay any debt or other amounts you owe us or any of our Affiliates unless the law prohibits us from doing so. This will reduce your Available Balance.
In some instances, this is called our right of “setoff.” In other instances, this is separate from, and in addition to, our right of setoff. Our rights under this section are available to us under the law as well as your Account Contract. Certain deductions are not considered “setoffs” but are nonetheless authorized under your Account Contract and are referred to as “recoupment.” To the extent legally permitted, these deductions may be made from deposits due to government benefit programs (such as social security) to the same extent as other deposits.
Examples of these deductions include, but are not limited to, fees we deduct from your Account, overdrafts we deduct from deposits you make to your Account, and deductions we make for checks you deposit into your Account that are returned unpaid.
Our rights under this section apply to any debts or other amounts you owe now or may owe in the future, whether or not the debt or other amount is due at the time of the deduction. We may make these deductions even if the deduction results in an interest penalty, early withdrawal charge, dishonor of checks, or other fees to you.
If your Account or certificate of deposit account is with a partnership or is a joint Account, each partner or joint owner agrees that we may deduct all or any part of the funds in your Account or certificate of deposit account to pay a debt or other amount due us or any of our Affiliates by any of the partners or joint owners. We do not have to first determine how much of the deposit was contributed by that partner or joint owner, unless the law requires us to do so.

Limitations
Our rights under this section called “Setoff” do not apply:

• To an Account or certificate of deposit account that is an IRA, HSA, or other tax-deferred or tax-free retirement account;
• To a debt created by a consumer credit transaction under a credit card plan, but this does not affect our rights under any separate security interest you agree to by contract;
• To a consumer credit transaction with us or our Affiliates if we fail to provide any required disclosure of our rights under this section;
• When our records show to our satisfaction that you own the Account or certificate of deposit account in a representative capacity (for example, only as an attorney-in-fact, trustee, conservator, or personal representative); or
• When exercising these rights would be prohibited by law.

We may exercise our rights under this section without notifying you in advance unless the law requires otherwise. Our rights under this section are in addition to and apart from any other rights we may have under your Account Contract or any separate agreement you may have with us or any of our Affiliates. We and our Affiliates may exercise these rights in any order in our sole discretion or that of our Affiliates.

Our rights under this section survive (continue in full force and effect after) the closing of your Account or termination of your Account Contract.

Default and Collection Costs
To the extent the law allows, you agree to pay all of our collection costs, actual court costs, other collection expenses, and reasonable attorneys’ fees in enforcing any of the terms of your Account Contract, including the collection of any overdrafts on your Account and other amounts you owe under your Account Contract. However, you do not have to pay any amounts we pay to an Arbitrator, expert, witness, or attorney in an arbitration of a Claim as described in the section called “Arbitration of Disputes.”

Our rights under this section survive (continue in full force and effect after) the closing of your Account or termination of your Account Contract.

Dormant/Unclaimed Accounts
State and federal laws govern when accounts are considered “abandoned.” While the definition varies from state to state, your Account may be considered abandoned if you do not make any deposits or withdrawals, or take certain other actions, within the time specified in the law.

Once your Account or any check we send you is considered abandoned, the law requires us to turn your funds over to the state (called “escheat”). We may close your Account after we escheat your funds, and if your Account pays interest, no further interest will accrue (be earned) on your Account.

We are not legally responsible to you for your funds or the amount of any check after we escheat them, and you must apply to the appropriate state agency to reclaim your funds.

Statements
Account Statements
We will provide you with account statements showing activity on your Account. You must promptly examine the statements and any items or copies of items we have returned with your account statement or made available to you for your review. We will, if you ask, provide you with any image copies of your checks that are in our possession. Fees may apply for receiving paper copies of your checks, depending on your account type.

The procedures for notifying us of errors or unauthorized transactions on your Account and your liability for such transactions are described in the section called “TCF’s Liability to You – Errors and Unauthorized Transactions” or, in cases involving electronic banking transactions on a consumer account, the section called “Electronic Fund Transfers Services Agreement and Disclosures.”

Online Statements
If you enroll in Digital Banking, you can also enroll to receive your account statements online. If you enroll in online statements, you will no longer receive paper statements in the mail. You may change to paper statements by making the selection online. Online statements may not be available for certain account types. For more information about Digital Banking and the account terms and conditions for those services, see TCF’s Digital Banking Agreement or Business eBanking Agreement (as applicable) available at tcfbank.com.

Combined Statements
You give us permission to combine information about your Account and other products you purchased from or through us, an Affiliate, or a third-party with a business relationship with us, onto a single statement. This includes products you purchased individually or jointly with another person. You may cancel this permission by notifying us in writing (see the section called “Contacting TCF”).

Example: If you have a joint checking account and a separate individual savings account, we may show information about both accounts on the statement we give to owners on the joint checking Account.

Mailings
Address and Address Changes for Account Statements and Other Communications
We may send Account statements, notices, and other communications to you at the most recent mailing address for your Account in our records. If there is more than one owner for your Account (for example, a joint Account) we may address the statement, notice, or communication and send it to any one of the Account owners. You are responsible for notifying us of your correct mailing address and any changes in your mailing address.

If you or someone on your behalf, or someone we reasonably believe is you or someone acting on your behalf, instructs us to change your mailing address, we may act on the instruction without investigating it. We are not legally responsible to you if you did not authorize the instruction.

Unless you tell us otherwise, when you notify us of a change of address we may either: (1) change the address only for the Accounts or relationships that you specify; or (2) change the address for some or all of your other Accounts or relationships with us and our Affiliates.

We may change your mailing address in our records if we receive an address change notification from the U.S. Postal Service, or if we receive notification from a business that provides corrected address information.
Returned Mail; Unclaimed Statements Held for Pickup

We will take the following actions, unless the law provides otherwise:

- If one or more Account statements, notices, or other communications we send you are returned as undeliverable, we may consider those communications as “delivered” and may discontinue sending Account statements, notices, or other communications to you until you provide us with a new and valid mailing address.

- We may destroy Account statements, notices, check orders, and other communications that are sent to you and returned to us as undeliverable.

- We may consider Account statements, notices, and other communications that are held for pickup as delivered to you at the time they are available for pickup. If we hold your Account statements, notices, or other communications for pickup and you do not claim them within 30 days, we may send them to the mailing address we have for your Account in our records or destroy them.

Contacting You on Your Phone or Mobile Device

Except as stated below, you agree that we may contact you in connection with your Account and for other purposes on your present or future: (1) residential or business landline telephone; (2) personal or business wireless telephone; or (3) other wireless device. We may contact you by placing voice telephone calls or by sending email or automated (SMS) text messages to your wireless telephone or other wireless device. You agree that we may use an automatic telephone dialing system or an artificial or prerecorded voice to make these telephone calls or send these messages to the telephone number(s) you have provided to us.

Your agreement in this section also extends to third parties that may initiate calls or send messages on our behalf, including our vendors, third-party service providers, companies with which we have joint marketing agreements, and any party to whom we sell your Account.

However, without your prior express written permission, we will not: (1) initiate telephone calls or send text messages to your wireless telephone using an automatic telephone dialing system or an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing; or (2) initiate telephone calls to your residential landline telephone using an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing.

You may, at any time, revoke your permission to allow us to: (1) initiate telephone calls or send text messages using an automatic telephone dialing system or an artificial or prerecorded voice to your wireless telephone; (2) initiate telephone calls using an artificial or prerecorded voice to your residential landline telephone that include or introduce an advertisement or constitute telemarketing; (3) initiate telemarketing calls to you at any phone number; or (4) send email that is primarily for advertising or promotional purposes to your wireless phone or wireless device. To revoke your permission, or to be placed on our do-not-call list for telemarketing purposes, please contact us (see the section called “Contacting TCF”).

You will be responsible for any charges you incur for these calls and messages and understand that they may deplete any free or prepaid minutes.

Monitoring and Recording

You agree that we may monitor, record, or process any communications between you or anyone acting on your behalf and us. We may do so for quality control, fraud prevention, and other business purposes and without further notice to you.

No Illegal Activity

You agree that you will not use your Account or Digital Banking for any illegal activity. This includes, but is not limited to, unlawful Internet gambling or the purchase of goods or services in violation of law. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account or put a hold on your Account and any other checking or savings accounts you have with us without notifying you in advance, unless the law requires otherwise. We reserve the right to reject all Internet gambling transactions.

Foreign Financial Institutions

We will not establish private banking accounts for non-United States persons or correspondent accounts for foreign financial institutions. A private banking account is an account or a series of accounts that: (1) have total assets of more than $1,000,000; (2) are set up for the benefit of one or more non-U.S. person(s); and (3) are administered by an employee or agent of the bank holding the funds. By signing the Account Contract, you state to us and agree that you are not a foreign financial institution and that you are not acting on behalf of a foreign financial institution.

If we believe that you are a non-U.S. person with a private banking account or meet the definition of a “foreign financial institution,” we may close your Account without notifying you in advance, unless the law requires otherwise. We may also take any other actions we consider appropriate.

Closing Your Account or Ending Service

Closing Your Account

We have the right to close your Account or to end or temporarily stop a service related to your Account at any time without notifying you in advance, unless the law requires otherwise. We may do this for any reason.

You must notify us of your intent to close your Account by giving us written notice (see the section called “Contacting TCF”) or by submitting a request at any TCF banking center or by any other means we authorize from time to time.

Our applicable rights and the other applicable terms of your Account Contract continue in effect after we or you close your Account or we or you terminate your Account Contract.

Actions After Account Closing

After your Account is closed: (1) we will not pay further interest on the Account (if your Account pays interest); (2) we may hold any remaining funds that were in your Account until you claim the funds and we determine you are entitled to receive them, except as provided by the state law governing unclaimed property (see the section called “Dormant/Unclaimed Accounts”); (3) we may, but are not required to, return any deposits we receive by ACH to the sender; (4) we do not have to pay any Item submitted to us for payment from your Account after it is closed; and (5) you agree that you will not attempt to make any further deposits or authorize any further Debits to your Account. We may receive funds or other Credit transactions intended for your Account after your Account is closed. However, doing so does not mean your Account is “open.” If you have made arrangements with a third party for recurring transactions to your Account (such as monthly deposits or deductions), you must notify the third party to stop those transactions.

Even if your Account is closed, you are still legally responsible to us for any overdrafts and fees you owe us. We will accept Credits to your closed Account and use the deposit to offset any amounts you owe to us. See the section called “Setoff” for an explanation of our setoff rights.

If an Item is submitted to us for payment after your Account is closed, and we pay the Item, you are legally responsible to us for the amount of the Item just as you would be if your Account had not been closed.
Notice and Cure

In this section, the term “Claim” has the meaning defined in the section called “Arbitration of Disputes” below. The term “Claim Notice” means written notice of a Claim.

Before you may initiate a lawsuit or arbitration against us regarding a Claim, you must give us: (1) a Claim Notice; and (2) a reasonable opportunity to resolve the Claim. Likewise, before we may initiate a lawsuit or arbitration against you regarding a Claim, we must give you a Claim Notice and a reasonable opportunity to resolve the Claim. In this section, “reasonable opportunity” means at least 15 days. Neither you nor we may give a Claim Notice on behalf of others.

We will send any Claim Notice to you to the most recent mailing address for your Account in our records. If there is more than one owner for your Account, we may address the notice and send the notice to any one of the Account owners. You must send any Claim Notice to us by mail addressed to:

TCF Bank
Attn: Legal Department
Mail Code: EX0-01-A
1405 Xenium Lane North
Plymouth, MN 55441

If we give you notice of a different address to use for notice purposes, you must send any Claim Notice to us at that different address. Any Claim Notice you send to us must include your account number and telephone number where you can be reached.

A Claim Notice must explain the nature of the Claim and the relief demanded. If you give us a Claim Notice, you must reasonably cooperate in providing any information about the Claim that we reasonably request. Likewise, if we give you a Claim Notice, we will reasonably cooperate in providing any information about the Claim that you reasonably request.

Arbitration of Disputes

The number one priority for TCF is maintaining a good relationship with our customers. If you encounter a problem with any TCF product or service, we encourage you to contact us immediately. In most cases, a call to TCF or discussing the problem with one of our trained banking center team members will quickly resolve the problem.

If we are not able to resolve the problem, any Claim you may have relating to your Account will be resolved using the procedure described in the section called “Notice and Cure” and this section called “Arbitration of Disputes.”

If you do not want this Arbitration Agreement to apply, you have the right to reject it under the section called “Right to Reject,” below.

Definitions

The following definitions apply for purposes of this section called “Arbitration of Disputes.”

“Arbitration Agreement” means this section called “Arbitration of Disputes.”

“Arbitrator” means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.

“Claim” should be construed broadly. Except as limited in this Arbitration Agreement (see below in this section and the section called “Arbitration Election Process”), “Claim” means any claim, dispute, or controversy between you and TCF that arises from or relates to:

• Your Account Contract with TCF, and any other documents you signed or we provided to you in connection with your Account;
• The application for your Account (if any);
• The events leading up to your becoming an Account holder,

including (but not limited to) any disclosures, advertisements, promotions, or oral or written statements made by TCF;

• Previous dealings between you and TCF in connection with your Account Contract, any previous version of your Account Contract, or any previous agreement similar to your Account Contract involving a checking or savings account with TCF;

• Future dealings between you and TCF in connection with your Account Contract, any future version of your Account Contract, or any future agreement similar to your Account Contract involving a checking or savings account with TCF;

• Any product or service provided by us or third parties in connection with your Account, including (but not limited to) online or mobile banking services, data processing companies, consumer reporting agencies/credit bureaus, service bureaus, and collection agencies;

• Your Account and all items and transactions related to your Account; and

• Any transactions conducted by a TCF Account holder using TCF services, including (but not limited to) ATM transactions using a non-TCF card at an ATM owned or operated by TCF.

Despite the foregoing, the term “Claim” does not include any claim, dispute, or controversy over the validity or enforceability of this Arbitration Agreement or any part of it, including (but not limited to): (1) the Class Action and Consolidation Waiver; (2) the last sentence in the section called “Severability”; or (3) this paragraph. All such claims, disputes, and controversies are for a court and not an arbitrator to decide.

However, any claim, dispute, or controversy over the validity or enforceability of your Account Contract as a whole is for the arbitrator, and not a court, to decide.

Claims may be based on:

• Contract law;

• Tort law (a “tort” is an injury or wrong, not based on contract law, for which the law provides a legal remedy, such as personal injury, negligence, misrepresentation, or fraud);

• Equity;

• Previous court decisions on a subject, known as “case law” or “common law;”

• Federal or state constitution, statute, regulation, rule, or municipal ordinance; or

• Any other theory.

“Class Action and Consolidation Waiver” is the waiver provided for in the section called “Class Action and Consolidation Waiver.”

“we,” “us,” “our,” and “TCF” mean:

• TCF National Bank and its predecessors and successors;

• TCF Financial Corporation, and its predecessors and successors;

• All companies owned or controlled directly or indirectly by TCF Financial Corporation;

• Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;

• Any third party that provides goods or services in connection with your Account if the third party is included in a Claim involving a checking or savings account with TCF;

• Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;

• Any third party that provides goods or services in connection with your Account if the third party is included in a Claim involving a checking or savings account with TCF;

• Any previous agreement similar to your Account Contract;

• Any previous dealings between you and TCF in connection with your Account Contract, any previous version of your Account Contract, or any previous agreement similar to your Account Contract involving a checking or savings account with TCF;

• Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;

• Any third party that provides goods or services in connection with your Account if the third party is included in a Claim involving a checking or savings account with TCF;

• Any previous agreement similar to your Account Contract;

• Any previous dealings between you and TCF in connection with your Account Contract, any previous version of your Account Contract, or any previous agreement similar to your Account Contract involving a checking or savings account with TCF;

• Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;

• Any third party that provides goods or services in connection with your Account if the third party is included in a Claim involving a checking or savings account with TCF;

• Any previous agreement similar to your Account Contract;

• Any previous dealings between you and TCF in connection with your Account Contract, any previous version of your Account Contract, or any previous agreement similar to your Account Contract involving a checking or savings account with TCF;

• Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;

• Any third party that provides goods or services in connection with your Account if the third party is included in a Claim involving a checking or savings account with TCF;

• Any previous agreement similar to your Account Contract;
**Binding Arbitration**

Arbitration is a method of resolving disputes in front of one or more Arbitrators instead of having a trial in court in front of a judge or jury. This Arbitration Agreement governs when and how any disputes between you and TCF will be arbitrated – instead of decided in court – even if one party (you or TCF) initially chooses to bring the case in court.

Binding arbitration means that you and TCF must follow the arbitration process and rules and must do whatever the Arbitrator decides. That process will result in an award by the Arbitrator resolving the Claim.

However, a Claim cannot be arbitrated after the statute of limitations for the Claim has expired. The “statute of limitations” is the time period allowed by law for initiating a lawsuit or other court action.

This Arbitration Agreement also covers requests for orders requiring you or TCF to take or not take certain actions. These are sometimes referred to as “injunctive relief” or “equitable relief.” The Arbitration Agreement also covers requests for declaratory relief.

The Arbitrator may award injunctive, equitable and declaratory relief if permitted by applicable substantive law. However, the Arbitrator may do so: (1) only in favor of the individual party seeking relief; and (2) only to the extent necessary to provide relief warranted by that party’s individual Claim.

**Right to Appeal Arbitrator’s Award**

You or TCF may appeal an Arbitrator’s award to a panel of three Arbitrators if the Claim results or may result in: (1) an award exceeding $100,000; or (2) equitable relief costing a party more than $100,000. The panel will reconsider anew any aspect of the award requested by the appealing party. The decision of the panel must be made by at least a majority of its members.

The Arbitrator’s award will be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount in controversy exceeds $50,000, you or TCF can, within 14 days after the entry of the Arbitrator’s award, appeal the award to a three-arbitrator panel administered by the Administrator. The panel will consider anew any aspect of the initial award requested by the appealing party. The appeal will be governed by the rules of the arbitration organization. If the arbitration organization has no rules that govern appeals, the appeal will be governed by the JAMS Optional Appeal Procedure. The decision of the arbitration panel will be by majority vote. Reference in this Arbitration Agreement to “the Arbitrator” will mean the panel if you or TCF appeals the Arbitrator’s decision. The costs of the appeal will be paid by the parties according to the section below called “Arbitration Costs.” Any final decision of the appeal panel is subject to court review only as provided under the Federal Arbitration Act.

**Arbitration Election Process**

You or TCF may choose to settle any Claim by binding arbitration under this Arbitration Agreement unless the law provides otherwise. A party may do so by giving written notice demanding arbitration to the other party. The notice may, but does not have to, consist of a pleading filed in court demanding arbitration.

If you or TCF files a court action concerning a Claim, doing so does not waive your right or our right to arbitrate any other Claim. For example, if we started an action against you in court (and you did not request arbitration), that action and any defenses you raise would be heard by the court. If you filed a counterclaim against us in that action and the counterclaim was covered by this Arbitration Agreement, we or you could demand arbitration of the counterclaim.

Despite the broad definition of a “Claim” set forth above, you and TCF do not have to arbitrate the following (except as stated below in this section):

- Your use or our use of any self-help or non-judicial remedy. “Self-help” and “non-judicial” remedies are actions you or we can take that do not involve court action. An example of this includes setoff rights in your Account.

(However, we will not exercise any right of setoff to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and until any timely appeal of judgment is completed.)

You and we also do not have to arbitrate any individual court action by a party that: (1) is limited to preventing the other party from using a self-help or non-judicial remedy; and (2) does not involve a request for damages or monetary relief of any kind;

- Any individual action you bring in a small claims court or your state’s equivalent court, unless the action is transferred, removed, or appealed to a different court; or

- Legal proceedings to pay funds in your Account to the court as described in the section called “Legal Process and Bankruptcy” to resolve a dispute over ownership of the funds.

**Selection of Arbitration Organization**

The party initiating an arbitration proceeding will have the right to select one of the following arbitration organizations:

- American Arbitration Association
  13727 Noel Road, Suite 700
  Dallas, TX 75240
  1-800-778-7879
  www.adr.org

- JAMS
  71 South Wacker Drive, Suite 2400
  Chicago, IL 60606
  1-800-352-5267
  www.jamsadr.com

- National Arbitration and Mediation (NAM)
  990 Steward Avenue, 1st Floor
  Garden City, NY 11530
  1-800-358-2550
  www.namadr.com
  Email: customerservice@namadr.com

If none of the arbitration organizations listed above are able and willing to conduct the arbitration under the terms of this Arbitration Agreement, then you and we will attempt to agree upon another arbitration organization. If you and we cannot agree, either of us may apply to the court to appoint one under Section 5 of the Federal Arbitration Act.

Any arbitration organization the parties agree to, or that is appointed by the court under this section; (1) may be an individual arbitrator, a corporation, or other legal entity; (2) must be neutral; (3) must have extensive relevant experience in performing arbitrations; and (4) may not assess fees that are commercially unreasonable.

If a party (you or TCF) files a lawsuit in court asserting a Claim that is covered by this arbitration agreement, and the other party files a motion to compel arbitration with the court that is granted, it will be the responsibility of the party asserting the Claim to start an arbitration proceeding.

**Arbitration Rules**

Arbitration will be conducted under the rules that the arbitration organization you or we select uses when the arbitration is filed. These rules are sometimes called the “code of procedure.”

The arbitration organization must apply the following procedure when selecting an arbitrator in those cases when a single arbitrator will be used. First, the arbitration organization must...
send to the parties (you and us) an identical list with the names of at least three proposed arbitrators. Within 14 days after receiving the list, each party may:

1. Advise the arbitration organization that all of the names are acceptable; or
2. Strike one of the names if the list contains three proposed arbitrators, and then number the remaining names in order of preference; or
3. Strike two of the names if the list contains more than three proposed arbitrators, and then number the remaining names in order of preference.

The arbitration organization must then select the arbitrator from among the names not struck and, when possible, based on the order of preference the parties have indicated. If a party does not return the list within the time specified, all proposed arbitrators on the list will be considered acceptable to that party. The procedure in this section does not waive a party’s right to object to the selected arbitrator under the arbitration organization’s rules.

You may contact the arbitration organization directly if you:

1. Have any questions about arbitration that the arbitration organization conducts;
2. Want a copy of the arbitration organization’s rules and forms; or
3. Want to file a Claim.

You may do so at the address, phone number, or website shown in the section called “Selection of Arbitration Organization.”

If there is a conflict between the arbitration organization’s rules and this Arbitration Agreement, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and other terms of your Account Contract, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and the substantive law that applies, the substantive law controls.

An arbitration organization is disqualified if it has a formal or informal rule or policy that is not consistent with and claims to override the terms of the Class Action and Consolidation Waiver. If it is disqualified, the arbitration organization may not conduct the arbitration unless you and we agree. If you and we do not agree, then a different arbitration organization must be selected.

Location of Arbitration

Any arbitration hearing you attend will take place at a location that is reasonably convenient to where you reside.

Arbitration Costs

At your written request, we will pay all filing, hearing, and other fees the arbitration organization charges you for any Claim you assert in arbitration after you have paid an equivalent amount (if any) for filing the Claim in state or federal court. If you have already paid a fee for filing the Claim in court, you will not have to pay that amount again.

We will also pay all fees the arbitration organization charges: (1) if, and to the extent, applicable law requires; or (2) if, and to the extent, required for us to enforce this Arbitration Agreement.

Each party must pay for its own attorneys, experts, and witnesses used in the arbitration. However, we will pay your reasonable costs for attorneys, experts, and witnesses if: (1) the arbitration results in an award in your favor; (2) the arbitration rules require us to pay these costs; (3) the law requires us to pay these costs; or (4) the law requires us to pay these costs in order to enforce this Arbitration Agreement.

We will also pay any fees you incur for applying to the court to appoint an arbitration organization under the section called “Selection of Arbitration Organization” if you are required to file a separate lawsuit to obtain such an appointment.

Under no circumstances will we seek or accept reimbursement from you of amounts we pay to the arbitration organization, the Arbitrator, or to attorneys, experts, or witnesses. Despite anything to the contrary in this Arbitration Agreement, we will, under all circumstances, pay: (1) any fees or expenses the law requires us to pay; and (2) any fees and expenses we must bear for this Arbitration Agreement to be enforced.

Law and Findings

This Arbitration Agreement is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act. This Arbitration Agreement will not be governed by federal or state rules of civil procedure or evidence, or any other state laws that pertain specifically to arbitration.

The Arbitrator must apply the substantive law that applies to the Claim, consistent with the Federal Arbitration Act. This includes any applicable statute of limitations and claims of privilege. The “substantive law” is the law that a court would apply to decide the final outcome of a dispute. A “statute of limitations” is the time period the law allows for initiating a lawsuit or other court action.

The Arbitrator is also authorized and given the power to award all remedies permitted by the substantive law that would apply if the action were brought in court. This authorization and power is limited by any constitutional limits that would apply in court. At your request or our request, the Arbitrator will provide written and reasoned findings of fact and conclusions of law. “Findings of fact” are a determination of what happened. “Conclusions of law” are the legal consequences from the facts.

Post Arbitration Actions

You or we may apply to a court to enter a judgment based on the decision of the Arbitrator. A right of appeal exists to the extent permitted in the Federal Arbitration Act.

Class Action and Consolidation Waiver

If you or we choose to arbitrate a Claim, you and we waive (give up) the right to have any Claim arbitrated or litigated as a class action or a private attorney general action.

Arbitration under this Arbitration Agreement is limited to your or our individual Claims only. Regardless of any other provision of this Arbitration Agreement, if you or we elect to arbitrate a Claim, neither you nor we have the right to:

• Participate in a class action in a court or in arbitration, either as a class representative or a class member;
• Act as a private attorney general in court or in arbitration;
• Join or consolidate Claims with claims of any other person; or
• Obtain any relief that applies to any person or entity other than you or us individually.

The Arbitrator will be authorized and empowered to conduct only an individual (non-class) arbitration.

In this section, a “class action” is where a person brings a legal proceeding on behalf of a group of people, called “class members,” who have similar claims. The person bringing the action is the “class representative.” A “private attorney general action” is where a person brings a legal proceeding to enforce a law that the attorney general of the state has the authority to enforce.

The Class Action and Consolidation Waiver does not apply to any lawsuit filed against TCF in court by a state or federal government agency. This means that TCF will not have the right to compel arbitration of any Claim brought by such an agency.
Changes

Regardless of any contrary term of your Account Contract, any changes to this section called “Arbitration of Disputes” (including any additions, modifications, or deletions to this section), or the termination of this section, do not apply to a Claim if we have received written notice of the Claim on or before the effective date of the change or termination.

Survival

This Arbitration Agreement will survive (“survive” means to continue in full force and effect after):

1. Any modification, extension, or forbearance of your Account Contract. A “forbearance” is when we do not strictly enforce the terms of the Account Contract;
2. The closing of your Account or termination of your Account Contract;
3. Any legal proceeding by TCF to collect a debt you owe; and
4. Your bankruptcy (except where prohibited by bankruptcy law).

Severability

If any part of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that:

(1) If: (a) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (b) you and we are both involved in the proceeding; and (c) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

(2) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Consolidation Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Right to Reject

If you do not want this Arbitration Agreement to apply, you can reject it by mailing a written rejection notice to us at:

TCF Bank
Attn: Arbitration Rejection
Mail Code EX0-01-A
1405 Xenium Lane North
Plymouth, MN 55441

The written rejection notice must: (1) describe your Account in enough detail for us to identify this Arbitration Agreement; and (2) tell us that you are rejecting it. We must receive the rejection notice within 30 days after the date of your Account Agreement. All Account owners must sign a rejection notice for it to be effective.

If you reject this Arbitration Agreement, that will not affect any other provision of your Account Contract or the status of your Account. If you do not reject this Arbitration Agreement, it will be effective as of the date you opened your Account. You may not reject it later.

Rejecting this Arbitration Agreement has no effect on any previous or future arbitration agreements you have with us.

If you want proof that we received your rejection notice before the deadline, you should send the notice to the address shown above by: (1) certified mail, return receipt requested; or (2) a courier that provides written proof of delivery. At your written request, we will reimburse you for the mailing or delivery costs.

Service of Process

If a dispute arises and you file a lawsuit against us, you must make service of process on us at the following address:

TCF Bank
Attn: Legal Department
Mail Code EX0-01-A
1405 Xenium Lane North
Plymouth, MN 55441

We do not intend for this section to override in any way the section called “Arbitration of Disputes.”

TCF’s Liability to You

TCF Not Liable In Certain Instances

We are responsible for processing your Items and carrying out other transactions concerning your Account using customary banking practices, including, but not limited to, the following:

• Using automated processing of certain Items under a certain dollar amount determined by us from time to time. We will not visually inspect individual checks under these dollar amounts. Regardless of amount, we do not have to verify your signature or the endorsements (signatures on the back) for any check or other Item.
• Using automated screening of Items that may result in initial acceptance and processing, and then later rejection, of Items not meeting our specifications.

You agree that if you, we, or both of us make an error on your Account, we may correct the error without notifying you beforehand. Ordinarily, the correction will appear on your account statement if the error and the correction took place on different days.

You agree, to the extent the law allows, that we are not legally responsible to you for:

• Any losses that result from our use of customary banking practices or actions we take that are permitted under your Account Contract;
• Any other losses provided we have acted in good faith and with ordinary care;
• The actions or inactions of another financial institution or any person not under our control; or
• Any indirect, incidental, special, consequential or punitive damages for any errors or mistakes we make in good faith: (1) no matter what the legal theory; and (2) whether the consequences are foreseeable or not.

Errors and Unauthorized Transactions

Errors may occur with deposits, withdrawals and other transactions affecting your Account, such as transactions at a TCF banking center or in connection with your use of an ATM, Digital Banking, or coin counting machine. We will correct any errors we discover during our account reconciliation processes that adversely affect your Account. However, we cannot assure you that we will discover all errors, or if we do discover an error, that we will be able to identify the affected account(s). You are responsible for promptly reviewing your account statements and receipts and notifying us of any errors.

The procedures for notifying us of errors or unauthorized transactions involving electronic banking transactions on a consumer account, and your liability for those transactions, are described in the section called “Electronic Fund Transfers Services Agreement and Disclosures.”
For other types of transactions, you must notify us of any errors, unauthorized transactions, or other problems affecting your Account no later than 30 days after we send you the FIRST statement on which the suspected error, unauthorized transaction or other problem appeared. Unless we receive notice from you within the 30 day period, we are not legally responsible to you for the error, unauthorized transaction, or problem (except as stated below in this section). Failure to report an unauthorized transaction within the 30 day period will conclusively mean the transaction is authorized. To notify us, see the section called “Contacting TCF.”

We will investigate any transactions affecting your Account that you claim in error or unauthorized. In connection with any such claim, and unless the federal Electronic Fund Transfer Act or other law requires otherwise, you agree to do the following within 30 days of our request: (1) give us a written affidavit (statement) under oath describing your claim, on a form we approve; (2) fully cooperate with us in our investigation of the claim; (3) file a police report, if we request and the claim involves an unauthorized transaction; and (4) give us in writing any other information we request on forms we approve.

If we pay or agree to pay you for any loss because of an error or unauthorized transaction on your Account: (1) you assign to us any rights you may have against another person who may be legally responsible for the loss (right of subrogation), and you agree to fully cooperate with us in attempting to collect the loss from that other person; (2) you agree that we are not legally responsible to you for anything further related to the error or unauthorized transaction; and (3) you agree to sign any document confirming (1) and (2) that we request. We may withhold or reverse any payment we make to you under this section if you fail to comply with any of your agreements under this section.

**Indemnification**

The following definitions apply for the purposes of this section called “Indemnification.”

**Liabilities** means: (1) claims someone makes against TCF to pay money or take certain actions; (2) awards made against TCF by a court or arbitrator to pay money or take certain actions; and (3) expenses TCF incurs for defending against (1) or (2), including TCF’s reasonable attorney fees.

**Defend** means to hire a lawyer, or pay the costs to hire a lawyer, to defend TCF in a lawsuit, arbitration, or other legal proceeding.

**Indemnify** means to reimburse another for a loss.

**Hold Harmless** means to release another from any responsibility for damage or other liability.

**TCF** means TCF as well as TCF’s officers, directors, employees, agents, Affiliates, attorneys, and its successors and assigns.

You agree to Defend, Indemnify, and Hold Harmless TCF against any and all Liabilities TCF incurs as a direct or indirect result of:

- Your failure to fulfill any of your promises under your Account Contract or if any of your warranties or statements in your Account Contract are untrue;
- Our refusal to act on the instructions of an “authorized person” without further written assurances, acceptable to us, of that person’s authority;
- Our agreement to: (1) stop payment on a check or to not pay a check before the date written on it; (2) stop payment on a certified check, official bank check, cashier’s check, or teller’s check; or (3) stop payment on any other item; and
- Any other actions we take, reasonably and in good faith, that you authorize us to take under your Account Contract.

This section (except this sentence) will not apply to matters that are the result only of our own gross negligence, willful misconduct, or bad faith.

This section will survive (continue in full force and effect after):

- (1) any modification, extension, or forbearance of your Account Contract (a forbearance happens when we do not strictly enforce the terms of the Account Contract); (2) the closing of your Account; and (3) the expiration or termination of your Account Contract for any reason.

Despite this section, you will never be required to pay any attorney fees, costs or expenses TCF incurs in connection with an arbitration under the section called “Arbitration of Disputes.”

In the event of a conflict between the two sections, the “Arbitration of Dispute” section controls.

**No Waiver**

Your Account Contract gives us certain rights and requires us to do certain things. If we do not take advantage of all of our rights all the time, we do not give up (waive) any of those rights. No waiver of our rights under your Account Contract is enforceable against us unless it is in writing and signed by us.

**Severability**

Each of the terms and conditions in your Account Contract stand alone. Except where your Account Contract states otherwise, any term or condition that is unenforceable or invalid does not affect the enforceability or validity of the other terms and conditions of your Account Contract. Any provision of the Account Contract found invalid or unenforceable only in part or degree will remain in full force and effect to the extent not found invalid or unenforceable.

**Captions and Headings**

Captions, headings, and subheadings used in this Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of your Account Contract.

**Governing Law**

TCF is a national bank with its main office in South Dakota. Therefore, you and we agree that your Account Contract and all disputes relating in any way to your Account or your Account Contract will be governed by: (1) federal law (including the National Bank Act and regulations adopted by the Office of the Comptroller of Currency); and (2) to the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of South Dakota.

**Limits on Withdrawals and Transfer Requests**

By federal regulation, you may not make more than six transfers or withdrawals (or a combination of transfers or withdrawals) from a savings account or Money Market Account in a month or monthly statement period:

- To another account you have with TCF or to a third party by pre-authorized or automatic transfer;
- By telephone, fax or by using Digital Banking;
- By check or draft (if you can write checks or drafts against your Account);
- By Debit Card Transaction (if we have issued a Card for your Account); or
- By similar order by you and payable to third parties.

The limits are based on a monthly statement period. These limits do not apply to checking accounts.

If you go over these limits, we may: (1) change your type of Account; (2) close your Account; or (3) end your right to transfer or withdraw funds from your Account by telephone or
digital banking request, automatic transfer/withdrawal, or pre-authorized withdrawal. In the case of Accounts that you can write checks against, we may also end your right to transfer or withdraw funds by check, draft, or debit card or similar order made by you and payable to third parties. We may also refuse to allow withdrawals or transfers that go over these limits and may charge you a fee for requesting those withdrawals or transfers.

We do not limit the number of the following types of transfers or withdrawals:

1) withdrawals or one-time (not pre-authorized or automatic) transfers to other TCF Accounts you own if requested by mail, messenger, at an ATM or in person; (2) withdrawals made by telephone (via a check TCF sends to you); or (3) for purposes of repaying loans you have with TCF and related expenses.

**ADDITIONAL TERMS FOR CHECKING AND MONEY MARKET ACCOUNTS**

This section called “Additional Terms For Checking and Money Market Accounts” applies if your Account is an account you can write checks against.

**Master Accounts and Subaccounts**

For purposes of this section called “Master Accounts and Subaccounts,” a “checking account” is an account that does not have any limit on the number of checks or other items that can be submitted for payment against the account in a month. For checking accounts (including checking accounts that pay interest and those that do not), we may establish on your behalf a master account and two subaccounts. All information we provide to you about your Account will be at the master account level. The subaccounts consist of a “transaction account” and a “non-transaction account.” “Transaction account” and “non-transaction account” refer to the way we classify these accounts in our records for purposes of federal regulations.

On the first day of each month, we will allocate funds between the two subaccounts as we consider appropriate. When we receive items for payment from your master account, we will charge those items against the transaction subaccount. We will then transfer funds from the non-transaction subaccount to the transaction subaccount as necessary to cover the items. On the sixth transfer from the non-transaction subaccount during a month, we will transfer all remaining funds on deposit in the non-transaction subaccount to the transaction subaccount.

If your checking Account earns interest, the use of subaccounts will not affect the interest you earn. Nothing in this section requires us to pay any item that exceeds your Available Balance.

**Paying Checks Written Against Your Account**

We may, but do not have to, refuse to pay any check you write against your Account if you do not fill in all the blanks on the check correctly and clearly.

**Missing Signatures, Forgeries, and Alterations**

We are not responsible for reviewing the number or combination of signatures on any check written against your Account. You may not specify that you require more than one signature for checks written against your Account, but if you do, we are not legally responsible to you if a check has fewer than the number of signatures you required as long as the check has at least one of the required signatures. We are not legally responsible to you for failing to detect a forgery of your signature or any other signature on, or an alteration (unauthorized change) of, any check, if the forgery or alteration is not apparent from the face of the check.

**Copies of Checks**

Instead of returning your original cancelled (paid) checks with your Account statements, we will show the check number, amount, and date of payment for each check on your account statement. We also may, but do not have to, give you a copy of the front and back of your cancelled checks with your account statements, or make them available on our digital banking site if you enroll in our digital banking service. In some limited circumstances, we may show a check as being paid and then later return it unpaid. In those cases, we will show the check as “returned” in the same or later account statement.

We will keep copies of the front and back of checks presented for payment against your Account for seven years after the date we post the check to your Account. As soon as we copy a check, we may destroy the original. You may ask for a copy of a check from us at any time within the seven-year period by giving us enough information to identify the check.

We copy the front and back of checks using microfilm, check imaging, or other means. You agree that check copies we give you or make available to you, and the description of the check number, amount, and date of payment appearing on your account statement, are enough for you to determine if unauthorized signatures, forgeries, or alterations have happened.

**Dates on Checks and Special Instructions**

We may pay any check on a date before the date written on the check, unless you ask that we not pay the check before the date written on it (see the section called “Stop Payment Orders and Postdated Checks”). We also may, but do not have to, pay any check more than six months old. We may pay any check regardless of restrictions printed on it (such as “not payable more than 10 days after date of check,” or “not valid if over $5,000”) unless we have agreed in writing to honor the restrictions.

We are not legally responsible to you if we pay any check contrary to the restrictions printed on it, even if payment results in an overdraft or other Items not being paid.

**Stop Payment Orders and Postdated Checks**

You may ask that we: (1) stop payment on a check you have written against your Account, unless we have already paid or certified the check; or (2) not pay a check before the date written on the check (called “postdated checks”), unless we have already paid the check. We must receive any request you make under the previous sentence in a manner and at a time that gives us reasonable opportunity to act on it. The following additional terms apply to these requests:

- Your request may be in writing, in person, in Digital Banking, by telephone, or by any other means we establish from time to time. If your request is oral, we reserve the right to require that you confirm the request in writing or using an electronic method acceptable to us within 14 days after the request.
- If you ask us to stop payment on a check, we will keep the request in effect for six months after the date of the original request. After that, the request will expire unless you renew it. You may renew a stop payment request for additional six-month periods. We do not have to honor a stop payment request after it has expired.
- If you ask us to not pay a check before the date written on it, we will keep the request in effect until the date written on the check.
- For all requests under this section, you must give us your name, your Account number, the check number, the exact amount of the check, the date of the check, and any other information we request.

If you ask us to stop payment on a check or to not pay a check before the date written on it, and we pay the check anyway, we do not have to put the money back in your Account and
are not legally responsible to you unless: (1) your request meets all the requirements of this section; (2) you show to our reasonable satisfaction that you were not legally responsible for payment of the check and were not otherwise required to pay the payee; and (3) you show to our reasonable satisfaction that you did not benefit from our payment of the check. We also do not have to put the money back in your Account if we are not legally responsible for paying the check under applicable law or required to pay the check under applicable law.

When you stop payment of a check, you may still be legally responsible to the payee, and the payee may still have the right to collect on the check or the underlying transaction.

We do not have to honor your request to stop payment on a certified check, official bank check, cashier’s check, or teller’s check, except as required by applicable law if they are lost or stolen. If we agree to such a request (and where permitted by applicable law), we may require you to give us security, such as a bond or other collateral, to protect us from loss for honoring your request. Contact us immediately if one of these kinds of checks is lost, destroyed, or stolen.

To stop payment on recurring electronic withdrawals, see the section called “How You Can Stop the Payment of a Pre-Authorized EFT Transaction.”

Check Certification
We may, but do not have to, certify your checks at your request or the request of another person. By certifying a check, we agree that money is available to pay the check. If we certify your check, we will reduce your Available Balance by the check amount.

Limitations on Paying Checks
When you write a check against your Account and the check is presented to us for payment by another bank, we generally do not review the endorsements (signatures on the back) because we have rights against the other bank and others if the endorsements are missing, unauthorized, or forged.

When you write a check against your Account and the check is presented to us for payment over-the-counter (in person), we may require identification that is reasonably acceptable to us before paying the check, including a fingerprint of the person presenting the check. We may charge the person cashing the check a fee for doing so.

You agree that we may refuse to cash the check if: (1) the person attempting to cash the check does not provide the identification we require or refuses to pay our check cashing fee; or (2) we have reason to believe, or we have any other suspicion, that the person attempting to cash the check is not entitled to the funds or that there is some other problem with the check.

We may limit the locations where we will cash checks you write on your Account payable to persons who do not have an account with us. We may change these locations from time to time without giving you notice of the change. You can find out these locations by contacting any TCF banking center. A request that we cash the check at any other location is not a proper presentation of the check. Payees may deposit the checks you give them into their own account(s) with TCF or another bank in order to receive payment.

**ADDITIONAL TERMS FOR CERTAIN TYPES OF PERSONAL ACCOUNT OWNERSHIP**

**Individual Accounts**
If you open an individual Account (individual ownership), you are the only person who has an ownership interest in the Account.

**Joint Tenancy Accounts**
If you are a natural person (as opposed, for example, to a corporation or partnership) and open an account in “joint tenancy,” more than one person has an ownership interest in the Account (each owner is called a “joint tenant”). You agree that all deposits to the Account are owned by all the joint tenants. You also agree that we may accept deposits, withdrawal requests, or other instructions (such as an instruction to change the Account ownership) from any one of the joint tenants without permission from the other joint tenants.

If one of the joint tenants dies, the surviving joint tenants own the Account. This is called the “right of survivorship.” If there are two or more surviving joint tenants, the survivors continue to own the Account as “joint tenants with rights of survivorship.”

All of you (the joint tenants), and each of you individually, are responsible for all transactions on the Account, no matter who completes the transaction. All of you, and each of you individually, are therefore responsible for any overdrafts in the Account, even if you did not create the overdraft yourself or benefit from the overdraft.

**Payable on Death Accounts**
If you open an Account in “payable on death” ownership, naming yourself as trustee for the benefit of a named beneficiary or beneficiaries, only you, as trustee, can make deposits to the Account or withdrawals from the Account.

If you are the only living trustee and you die, we will pay the Account balance in equal amounts to the beneficiaries named in your Account Agreement or identified in our system records who are living at the time of your death.

If there is more than one trustee (where permitted), the trustees hold the Account as “joint tenants with the rights of survivorship” and the terms pertaining to joint tenancy accounts apply to them. When the last trustee dies, we pay the Account balance in equal amounts to the beneficiaries named in your Account Agreement or identified in our system records who are living at the time of the last trustee’s death. If all beneficiaries die before the trustees, the Account is no longer a “payable on death” account.

We may require proof, acceptable to us, of the Account owner’s death and the beneficiary’s identity before paying any part of the Account balance to any beneficiary.

We do not provide tax advice. You should consult with your tax advisor concerning the appropriateness of these accounts for your own situation.

**Fiduciary Accounts**
If you open an Account in “fiduciary” ownership, you hold the funds in the Account for someone else’s benefit. A fiduciary can include an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary. You agree that we serve only as a depository for the funds, and that we are not responsible for making sure you fulfill your duties as a fiduciary.

**Trust Accounts**
If you open an Account as a trust account, the Account will be governed by a written trust agreement, which will designate one or more trustees and one or more successor trustees. Only the named trustees or successor trustees may conduct transactions on the Account, and they may do so only according to the terms of the trust agreement and applicable law.

The trustees are responsible for complying with the trust agreement and applicable law, and we are not responsible for making sure the trustees comply with the trust agreement or applicable law.
In this section, "UTMA" means the Uniform Transfers to Minors Act and "UGMA" means the Uniform Gifts to Minors Act.

If you open an Account as "custodian" for a minor under a state’s UTMA or UGMA (the "Act"), you, as custodian, control the funds on the minor’s behalf. We will therefore accept withdrawal requests and other instructions for the Account only from you as custodian. We may, however, disclose information about the Account to the minor or to the minor’s representative. If you cease to be the custodian for any reason (such as your resignation, legal incompetency, or death) your custodian rights terminate.

You are responsible for complying with the Act’s requirements, and we are not responsible for making sure you comply with the Act. We do not have to monitor or investigate your use of funds in the Account, or determine whether your use of the funds is for the minor’s benefit.

You agree to keep us informed of the minor’s current address. We may, but are not required to, turn over the Account balance to the minor when the minor reaches the age of majority under the Act.

The Act for the state where you live (primary residence) when you open your Account as shown in our account records for your Account will apply (if not preempted by federal law) unless your Account Agreement specifies a different state.

Community Property Accounts

If your Account is a community property account, the Account owners are spouses and each has an equal and undivided interest in the Account during their lifetimes. As with a joint tenancy account, you agree that we may accept deposits, withdrawal requests, or other instructions from any one of the owners without permission from the other owners. When one spouse dies, ownership does not automatically pass to the surviving spouse. Instead, the deceased spouse can pass his or her interest by will.

Community property accounts are available only in community property states, and only if we agree in writing to establish your Account as a community property account. You should ask your own legal advisor if your Account will be treated as a community property account.

Marital Property Accounts (Only in Wisconsin)

If your Account is a marital property account, the Account owners are spouses and each has an equal and undivided interest in the Account during their lifetimes. As with a joint tenancy account, you agree that we may accept deposits, withdrawal requests, or other instructions from any one of the owners without permission from the other owners. When one spouse dies, 50% of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the payable-on-death beneficiary.

Marital property accounts are available only in Wisconsin and only if we agree in writing to establish your Account as a marital property account.

Campus Checking Accounts (Where Offered)

We have agreements with some universities to offer accounts we call “Campus Checking Accounts." We pay fees and other considerations to the schools under these agreements. If you have a Campus Checking Account, you agree that the school may release to us certain directory information regarding your status with the school as we may require to open and maintain your Account.

Campus Checking Accounts are only available to students, faculty, staff members, and in some cases alumni of those universities who have entered into agreements with us to offer this account type. We reserve the right to change your account type from a Campus Checking Account to another account type consistent with the terms of our agreement with your school (and therefore change the services we provide you and the fees we charge).

ADDITIONAL TERMS FOR BUSINESS ACCOUNTS

This section applies to Business Accounts and other Accounts that are not Consumer Accounts. The terms in this section are in addition to, and do not replace, any other agreements you may have with us concerning your Account. The provisions of these Terms and Conditions for Checking and Savings Accounts and the terms of any other agreement you have with us relating to your Account or services on your Account shall, to the extent possible, be interpreted to supplement each other and avoid conflict between them. However, if there is a conflict between these Terms and Conditions for Checking and Savings Accounts and any other agreement, the conflicting term in the other agreement shall prevail, but only to the extent of the conflict.

Deposits

You, the Account owner, designate TCF as a depository for your funds. You give us permission to open any bag, package, or other container that you (or someone on your behalf) deliver to us containing cash, check, or items to be deposited into your Account. We may: (1) refuse to accept any deposit that is not acceptable to us and send it back to you; (2) correct any mistake you make on any deposit slip and remove reference on a deposit slip to any cash, check, or item that is not found in the container; and (3) deposit the contents of the container to your Account.

You agree that: (1) we will have until the end of the banking day following receipt of a container to deposit the contents into your Account (a ‘banking day’ for this purpose means any day other than a day on which TCF is closed for business); (2) we are not legally responsible for any missing cash, checks, or other items you claim were in the container, unless you can prove that we or one of our employees actually received the missing items; and (3) there will be no deposit into your Account of any of the contents of a container until we actually enter the deposit into our computer records.

Authorized Signers

You give us permission to take all of the following actions upon the written, oral, telephone, or electronic instruction or order, or other authorization, purporting to come from any person named or described as an authorized signer in your Account:

- Open an Account with TCF, subject to the Account Contract as it now exists, or may be changed in the future;
- Make deposits to your Account or withdrawals from your Account by any means we allow;
- Endorse (sign the back of), cash, negotiate, or deposit into the Account any Noncash Items payable to you or your business or any other party (or cause any of these to happen);
- Get and release information concerning your Account;
- Pay and charge to your Account all checks, drafts, withdrawal orders, and other items signed manually (handwritten) or by use of a non-handwritten signature (meaning rubber-stamped, facsimile, machine-produced, or other signature that is not handwritten);
- Permit withdrawals of any amount and take any other action with respect to your Account or funds in your Account (including, but not limited to, the transfer or wire transfer of...
funds to an account with the same or different ownership at TCF or another institution, or use of the funds for investment purposes);

• Enter into separate agreements with us that provide for the transfer or wire transfer of funds into or out of your Account, the sweep of funds into or out of your Account, the investment of funds in your Account, or other services related to you, your Account, or your business;

• Change, add, or remove the authorized signers for your Account;

• Change the ownership of your Account;

• Honor any other instructions or orders of any kind; and

• Take all other actions of an “authorized person” described in the section called “Authorized Signers.”

All of the foregoing actions will be binding on you, including those situations where funds in your Account are paid or payable to the individual order, or benefit of the authorized signer or TCF. We may take any of the foregoing actions upon the instruction, order, or other authorization purporting to come from any one of the authorized signers, regardless of the number of signatures you require. We do not have to make any inquiry or investigation before taking any of the foregoing actions.

Duration

You agree that we may rely on all actions, instructions, and certifications taken, given, or made by any of the persons named or described as authorized signers in your Account Agreement, and that those actions, instructions, and certifications are binding on you until we have received written notice in a form acceptable to us that the person is no longer an authorized signer and we acknowledge that we will remove that person as an authorized signer from your Account records and have a reasonable opportunity to implement and act on such removal. It is your responsibility to ensure that this formally authorized signer has no access to checks, Cards, PINs or Passwords for your Account and that this person is removed as an authorized user from Digital Banking, if applicable. We may refuse to honor any instructions, including requests to withdraw or transfer funds from your Account, by a person named or described as an authorized signer in your Account agreement without additional written assurances from you, acceptable to us, concerning that person’s authority.

Security Procedures

We offer certain services for use by our Business Account customers to help protect against fraudulent transactions affecting their accounts. These procedures include “positive pay” services, as well as other safeguards. “Positive pay” services require you to authorize payment of items before we pay them. To the extent available for your Account’s product type, we recommend that you utilize the positive pay service as a security measure for your Account. You agree that positive pay services are a commercially reasonable measure to reduce losses related to fraud.

If positive pay services are available for your Account and you do not use them, we will not be legally responsible to you for any losses that could have been avoided or reduced had you utilized them. You acknowledge that the purpose of TCF’s positive pay services is to limit unauthorized transactions in your Account.

You agree to maintain the security of your Access Device and its use by you and your employees, agents, and “authorized persons” (see the section called “Authorized Signers”). You are responsible for all transactions using your Access Device, regardless of whether or not you authorized them. However, if applicable law gives you a greater protection against losses from the unauthorized use of your Access Device, then the more favorable legal limits will apply.

Your sole recourse for unauthorized ACH transactions is against the originator of the transaction if you notify us of the transaction after the deadline under ACH rules for us to return the transaction.

Internet Gambling

We are required to comply with the Unlawful Internet Gambling Enforcement Act of 2006 ("Act"). The Act prohibits your use of the Account to receive any deposit or credit derived from illegal Internet gambling. You agree to tell us if your Account is used in connection with Internet gambling, even if you believe that the gambling is legal. If you do not notify us, we may deny access to various payment methods or close your Account without giving you notice beforehand.
Funds Availability Schedule and Disclosures

This section describes when deposits you make will be available for withdrawal. It contains disclosures required under the federal Expedited Funds Availability Act.

Cutoff Times

The Cutoff Time for deposits is determined as follows (these times can change without notice at our discretion and all times are Eastern Time (ET)):

<table>
<thead>
<tr>
<th>Deposit Method</th>
<th>Cutoff Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM</td>
<td>7:00 p.m. ET</td>
</tr>
<tr>
<td>Electronic Deposits (ACH) or Direct Payments from Other Banks</td>
<td>5:30 p.m. ET</td>
</tr>
<tr>
<td>Mobile Deposits</td>
<td>9:00 p.m. ET</td>
</tr>
<tr>
<td>Night Depositories</td>
<td>Next Business Day at banking center.</td>
</tr>
<tr>
<td>Online account opening</td>
<td>11:30 p.m. ET</td>
</tr>
<tr>
<td>TCF Banking Centers</td>
<td>9:00 p.m. ET or, if sooner, banking center closing time.</td>
</tr>
<tr>
<td>Transfers between TCF Accounts</td>
<td>11:00 p.m. ET</td>
</tr>
<tr>
<td>Wire Transfer Deposits</td>
<td>5:00 p.m. ET</td>
</tr>
</tbody>
</table>

Determining the Availability of a Deposit

The availability of your deposit (the number of days until your funds are Available Funds) is counted in Business Days from the Day of Deposit. If you make a deposit before the Cutoff Time on a Business Day, we will consider that day to be the Day of Deposit. If you make a deposit after the Cutoff Time, or on a day that is not a Business Day, we will consider the next Business Day as the Day of Deposit. The length of the delay for the availability of your deposit varies depending on how long you have had a banking relationship with us, the type of Account, and the type of deposit as explained below.

Our general policies, as described below, do not apply to checks payable by, at, or through a financial institution located outside the United States or Canada. Ask us about availability for those checks. We may make deposits available sooner than explained in this section called “Funds Availability Schedule and Disclosures.” If you need to be sure when a particular deposit will be available, you may contact us (see the section called “Contacting TCF”).

Special Rules for New Customers

If you are a new customer to TCF, the following special rules apply to all of your deposits during the first 30 days your Account with TCF is open:

- You will not receive the $250 same day availability for your opening deposit.
- Funds from checks deposited will be Available Funds on the sixth Business Day after the Day of Deposit except for:

  - Items deposited to a TCF team member with a special deposit ticket listed in the section called “Next Day Availability” will be Available Funds on the next Business Day after the Day of Deposit.
  - Check deposits drawn on a Canadian financial institution will be Available Funds on the twelfth Business Day after the Day of Deposit.

Rules for Business Accounts and Private Bank Customers

Check deposits drawn on a U.S. financial institution made into Business Accounts and Private Bank account products will be Available Funds on the first Business Day after the Day of Deposit. Check deposits drawn on a Canadian financial institution made into Business Accounts and Private Bank account products will be Available Funds on the second Business Day after the Day of Deposit.

We may extend availability of check deposits for exception reasons (see the Section called “Longer Delays May Apply”) or on a case-by-case basis for other reasons. If we do, we will notify you at the time of the deposit or when the hold is placed.

If you are a new customer to TCF, during the first 30 days your Account with TCF is open, we may extend the availability stated above by an additional four Business Days.

General Policy

Except as provided above in the section called “Special Rules for New Customers” and “Rules for Business Accounts and Private Bank Customers,” TCF’s general policy for all Accounts is as follows:

Same Day Availability

Cash deposits in person to a TCF employee, transfers from another TCF account, and other electronic direct deposits to your Account, including wire transfers and preauthorized Credits (such as direct deposit of social security benefits or payroll), will be Available Funds on the Day of Deposit.

The first $250 of the aggregate of all checks you deposit in person to a TCF employee will be Available Funds as follows:

- If you deposit the check before the Cutoff Time on a Business Day, the first $250 will be Available Funds on the Day of Deposit.
- If you deposit the check after the Cutoff Time on a Business Day, the first $250 will be available on the next Business Day.
- If you deposit the check on a day that is not a Business Day, the first $250 will be Available Funds on the non-Business Day through the Day of Deposit.
- For purposes of determining the aggregate $250 limit, checks deposited on non-Business Days are aggregated with checks deposited on the next day that is a Business Day.

If you have unpaid overdrafts exceeding the check amount, you will not receive same day availability for any of your deposited checks. We may also extend availability of check deposits for exception reasons (see the Section called “Longer Delays May Apply”) or on a case-by-case basis for other reasons. If we do, we will notify you at the time of the deposit or when the hold is placed.

If you do not receive same day availability of a check deposit, availability will not be later than the applicable time periods stated below in the sections called “Next Day Availability,” “Other Check Deposits,” and “Longer Delays May Apply.”
Next Day Availability

The following deposits will be Available Funds on the first Business Day after the Day of Deposit:

3. Checks drawn by a state or a unit of general local government if: (a) you deposit the check in your Account with TCF in person (to a TCF team member); (b) that state or local government unit is located in one of the states where TCF has a banking center; and (c) you use a special deposit slip when making the deposit (available from a TCF team member upon request).
4. Cashier’s checks, official bank checks, teller’s checks, and certified checks if: (a) you deposit the check in your Account with TCF in person (to a TCF team member); and (b) you use a special deposit slip (available from a TCF team member upon request).
5. Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders.

If you do not make a deposit described in (3) or (4) in person to one of our employees (for example, if you mail the deposit), those deposits will be Available Funds on the second Business Day after the Day of Deposit. We may refuse to cash or accept for deposit any Item described in (1) through (5) above that is not payable to you.

Other Check Deposits

The delay for other check deposits, including all other money orders (checks not described in the section called “Next Day Availability”), is as follows:

• Unless you receive same day availability for the check deposit (under “Same Day Availability” above), the first $250 from a deposit of all other checks will be Available Funds on the first Business Day after the Day of Deposit.
• The remaining funds will be Available Funds on the second Business Day after the Day of Deposit.
• Checks drawn on Canadian banks will be Available Funds on the eighth Business Day after the Day of Deposit.
• Longer periods may apply to deposits you make at an ATM or through mobile deposit.

Longer Delays May Apply

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

1. TCF believes that a check you deposit will not be paid;
2. For Consumer Accounts, you deposit checks totaling more than $5,525 on any one day or for Business Accounts, you deposit checks totaling more than $10,000 on any one day;
3. You redeposit a check that has been returned unpaid;
4. You have overdrawn your Account repeatedly in the last six months; or
5. There is an emergency, such as a failure of computer or communications equipment.

TCF will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. We may provide this notice at or after the initial deposit. The funds will generally be available no later than the seventh Business Day after the Day of Deposit.

New Accounts Opened Online

If you open your Account online using our digital banking services (whether or not you are a new customer to TCF), the Day of Deposit for your opening deposit will be the day you complete the account opening process. That opening deposit will be Available Funds as disclosed in the online account opening service.

Holds on Other Funds

If we cash a check for you that is drawn on another bank, we may reduce the availability of a corresponding amount of funds that are already in your Account or any other checking, savings, or certificate of deposit account you have with TCF. Those funds will be Available Funds at the time the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds you have on deposit in another account with us. The funds in the other account would then not be Available Funds until the time periods described elsewhere in this section called “Funds Availability Schedule and Disclosures” for the type of check you deposited.

Mobile Deposits

Check deposits using the TCF mobile deposit service will be Available Funds as disclosed in the mobile deposit service (when making the deposit) and in TCF’s Digital Banking Agreement.

ATM Deposits

Cash deposits at TCF ATMs that do not require a deposit envelope will be Available Funds the Day of Deposit. Cash deposits at TCF ATMs that require a deposit envelope will be Available Funds the first Business Day after the Day of Deposit. The first $250 of the aggregate of all checks you deposit at an ATM will be Available Funds as follows:

• If you deposit the check(s) before the Cutoff Time on a Business Day, the first $100 will be Available Funds on the Day of Deposit and an additional $150 will be available the next Business Day.
• If you deposit the check(s) after the Cutoff Time on a Business Day, the first $250 will be available on the next Business Day.
• If you deposit the check(s) on a day that is not a Business Day, the first $100 will be Available Funds on the non-Business Day through the Day of Deposit and an additional $150 will be available the next Business Day.

The remaining funds will be Available Funds as stated above in the section called “General Policy.”

TCF does not accept deposits (cash or checks) from ATMs we do not own or operate. All TCF ATMs are identified with a TCF logo. Deposits are not accepted at all TCF ATM locations. For the current listing of TCF ATMs, see tcfbank.com.
ELECTRONIC FUND TRANSFERS SERVICES AGREEMENT AND DISCLOSURES

This section has disclosures required under the federal Electronic Fund Transfer Act and only applies to Consumer Accounts that allow electronic transactions.

Application of These Terms

Except where stated otherwise, the terms in this section called “Electronic Fund Transfers Services Agreement and Disclosures” apply to all EFTs in addition to the other terms of your Account Contract. This section does not apply to wire transfers or Remittance Transfers (as that term is defined in the section called “Remittance Transfers Agreement”).

Unless otherwise stated, this section applies to all EFT transactions, whether or not covered by the federal Electronic Fund Transfer Act. The federal Electronic Fund Transfer Act generally applies to demand deposit (checking), savings, and other consumer asset accounts you intend to use primarily for personal, family, or household purposes. However, the Electronic Fund Transfer Act does not apply to an account under a bona fide trust agreement.

The federal Electronic Fund Transfer Act also generally does not apply to:

• Any transfer of funds originated by check, draft, or similar paper instrument, or any payment made by check, draft, or similar paper instrument at an electronic terminal (but does apply where a check, draft, or similar paper instrument is used as a source of information to make a one-time electronic fund transfer from your Account and you authorize the transfer);

• Any transfer of funds that guarantees payment or authorizes acceptance of a check, draft, or similar paper instrument, but that does not directly result in a Debit or Credit to your Account;

• Wires transfers;

• Any transfer of funds under an agreement between you and TCF which provides that TCF will make individual transfers without a specific request from you: (i) between your Accounts within TCF; (ii) from your Account to an account of a member of your family held in TCF; or (iii) between your Account and an account of TCF (such as for payment on a loan); or

• Any transfer of funds that: (i) is requested by a telephone communication between you and TCF; and (ii) does not take place under a telephone bill payment or other written plan in which periodic or recurring transfers are contemplated.

EFT transactions not governed by the federal Electronic Fund Transfer Act have liability and EFT transaction limits that may be different than for EFT transactions that are covered by that act. You are legally responsible for all losses related to unauthorized EFT transactions that do not result solely from our negligent or intentional misconduct, unless the law (including the federal Electronic Fund Transfer Act) states otherwise.

Types of Electronic Fund Transfers

If we have issued you a Card or PIN for your Account, you may use the Card or PIN to:

• Withdraw cash from your Account;

• Make deposits to your Account;

• Transfer funds between your Accounts;

• Pay for purchases at places that have agreed to accept your Card or PIN;

• Make balance inquiries on your Account; and

• Receive or send funds through a card payment network’s money transfer system using a network approved third party originator. The originator may charge a fee for its services.

Some of these services may not be available at all electronic terminals. TCF has the right to limit the number of Accounts that you can access with a Card, and to limit the number of Cards that can access an Account.

ATM Transactions

If we have issued you a Card for your Account, you may make deposits, transfers, and withdrawals at an ATM that accepts your Card, with the following limitations:

• Effective July 6, 2020, deposits and transfers are not allowed at all locations.

• You cannot use your Card to make deposits, transfers, or withdrawals from a certificate of deposit account.

We allow transfers between checking and savings accounts accessed by the same Card. If you have an Overdraft Protection Account, you may also get loans according to the terms of the separate line of credit agreement between you and us.

Debit Card Transactions with TCF Debit Cards

If your Account is an account you can write checks against, you may use your TCF Debit Card to make Debit Card Transactions at merchant locations that accept it.

If you have an Overdraft Protection Account, you may also obtain loans according to the terms of the separate line of credit agreement between you and us.

We have no control over the way merchants process their transactions. We rely on the merchants’ coding to process transactions.

Transactions Using Debit Cards Not Issued by TCF

We reserve the right to return, decline to pay, or refuse to accept any transactions you make using a debit card that was not issued by us or any of our Affiliates. This includes any transaction you make using a debit card not issued by TCF when the transaction is submitted to us as an ACH transaction.

The term “debit card” includes any card or other device you can use to make electronic fund transfers to or from your Account, including cards used to obtain goods, property, services, or cash from a merchant or ATM.

We may return, decline to pay, or refuse to accept these transactions regardless of whether or not they exceed your Available Balance.

We may charge you a service fee each time a transaction is submitted to us for payment when the transaction was made using a debit card that was not issued by TCF. We may charge this fee regardless of whether or not: (1) we pay the transaction; (2) we return, decline to pay, or refuse to accept the transaction; or (3) they exceed your Available Balance.

Automated Clearing House (ACH) Transactions

You may have deposits made to and withdrawals made from your Account, using the ACH funds transfer network. You generally must authorize a company or government agency to pay you or make withdrawals from your Account in this way.

If you receive an ACH Credit, the Credit is not final until we receive final payment from the payor or receive payment as provided in Section 4A-403(a) of the Uniform Commercial Code (if Section 4A-403(a) applies to the transaction). You agree that if an ACH Credit is not final, or you receive an ACH Credit in error: (1) you will return to us the amount we credited to your Account; or (2) we may deduct the amount of the Credit from your Account or from any other account you have with TCF.

Although we do not have to do so, we may receive or accept ACH Credits intended for your Account even if your Account is closed. Doing so does not mean your Account is “open.” ACH Debits will not be accepted after your Account is closed.
You agree that when we receive an ACH Debit to your Account, we may deduct the amount of the ACH Debit from your Account without approval from you beforehand. The ACH Debit is not final until we withdraw the payment from your Account.

An originating depository financial institution, or “ODFI,” is the name for a bank that a merchant uses to collect money from its customers through the ACH system. You give permission to any ODFI to make ACH Debit entries to your Account through electronic presentment or re-presentment of items you authorize.

**Electronic Check Conversion Transactions**

When you pay a merchant or other person for a transaction using a check (for example, to pay for goods or services, or to pay a bill), you give the merchant or other person permission to either: (1) use information from your check to make a one-time ACH Debit from your Account for the amount of the check; or (2) process the payment as a check transaction. If the payment is handled as an ACH Debit, funds may be withdrawn from your Account as soon as the same day that you give your check to the merchant or other person. If the transaction is processed as an ACH Debit, we will not send you your cancelled check or a copy of your cancelled check with your Account statement. However, a description of the electronic transaction will appear on your Account statement.

**Telephone and Digital Banking Transfers**

Using your PIN and/or Password, you may use our telephone and digital banking services to transfer funds between your TCF accounts. Using your Password, you may also pay bills directly from your Account using our digital banking service. You must enroll in digital banking services before you can use them. When you sign up for these EFT services or request these transfers, TCF may ask you to agree to additional terms or conditions regarding the services or transfer.

You can access our digital banking services at tcfbank.com. For more information about digital banking services and the account terms and conditions for those services, see TCF’s Digital Banking Agreement available at tcfbank.com.

**EFT Transaction Limits**

We place limits on the dollar amount and frequency of certain EFT transactions. These limits are described below. If more than one limit applies to a transaction, we will use the lowest limit.

For purposes of these limits, each “authorization” is a transaction. An authorization is our approval of a Card transaction submitted to us by a merchant or other party. An authorization may be for more or less than the actual amount of the transaction ultimately submitted to us for payment by the merchant or other party. In some cases, we may authorize a transaction, but it may never be submitted to us for payment.

TCF may change these limits from time to time without giving you notice, except we will give notice when required by law. The law generally does not require notice when confidentiality is essential for security purposes. Consult with a TCF representative for additional EFT transaction limits for transactions not subject to the federal Electronic Fund Transfer Act.

### EFT Transaction Limits

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Daily Dollar Limit Per Card</th>
<th>Daily Transaction Limit Per Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM deposits</td>
<td>$50,000</td>
<td>13</td>
</tr>
<tr>
<td>ATM transfers</td>
<td>$5,000</td>
<td>999</td>
</tr>
</tbody>
</table>

**Limits on Certain Transfers from Savings Accounts**

By federal regulation, you may not make more than six transfers or withdrawals (or a combination of transfers or withdrawals) from your savings Account or Money Market Account during a month or monthly statement period: (1) to another Account you have with TCF or to a third party by pre-authorized or automatic transfer; (2) by telephone (including fax) or digital banking agreement, order, or instruction; (3) by check or draft if you can write checks or drafts against your Account; (4) by debit card (if we have issued a Card for your Account); or (5) by similar order by you and payable to third parties. See the section called “Limits on Withdrawals and Transfer Requests” for additional information on these limits. Not all EFTs are permitted on ATM Cards.

**Pre-Authorized Deposits and Withdrawals**

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 may contact us (see the section called “Contacting TCF”) to find out whether or not the deposit has been made. If you have instructed us or a third party in advance to make regular payments out of your Account, and these regular payments may vary in amount, the party 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 ask instead to get this notice from the party you are going to pay 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 you set.
Processing of ATM Transactions

EFT transactions you make at an ATM before the Cutoff Time on a Business Day are posted to your Account that same Business Day. Transactions you make after the Cutoff Time on a Business Day, or on a day that is not a Business Day, are posted to your Account the next Business Day. Once made, you cannot reverse an ATM transaction at the ATM.

Funds the next Business Day. We post Credits from Debit Card transactions you purchased from a merchant with your Card, unless you received a cash refund from the merchant. We add these Credits resulting from a Debit Card Transaction will be made to your Account if you receive a refund for goods, property, or services you purchased from a merchant with your Card, unless you received a cash refund from the merchant. We add these Credits authorizations to your Available Funds when we receive them, if we received them before the end of our processing day. Otherwise, we add Credits authorizations to your Available Funds the next Business Day. We post Credits from Debit Card Transactions that are not preceded by a Credit authorization to your Account at the end of the Business Day we receive them and add them to your Available Balance at that time.

Processing of Debit Card Transactions

You may authorize Debit Card Transactions in one of two ways:

- By entering your PIN (for example, you enter your PIN on a keypad when paying for a purchase at certain merchant locations); or

- For transactions processed through a card payment network’s transaction processing system that do not require you to use your PIN: (i) for in-person transactions, the merchant may require you to present your Card and possibly to sign an authorization; and (ii) for transactions over the Internet, by telephone, or by mail (such as mail order or catalog), the merchant may require you to provide your Card number and other information, and may also ask you to sign an authorization.

It generally takes three Business Days or less after the day of the transaction for a Debit Card Transaction to be submitted to TCF for payment and posted to your Account. PIN Transactions are generally posted to your Account the same Business Day on which they happen. Once TCF authorizes a Debit Card Transaction, you may not cancel the transaction.

A Credit resulting from a Debit Card Transaction will be made to your Account if you receive a refund for goods, property, or services you purchased from a merchant with your Card, unless you received a cash refund from the merchant. We add these Credits authorizations to your Available Funds when we receive them, if we received them before the end of our processing day. Otherwise, we add Credits authorizations to your Available Funds the next Business Day. We post Credits from Debit Card Transactions that are not preceded by a Credit authorization to your Account at the end of the Business Day we receive them and add them to your Available Balance at that time.

Visa Account Updater Service

We subscribe to the Visa Account Updater Service (VAU) offered by Visa U.S.A., Inc. With this service, if you give a merchant your Visa Card number and authorize the merchant to bill your Card periodically for recurring payments, any replacement Card number we give you will automatically be sent to the merchant if the merchant subscribes to VAU. This applies if your Card expired or was automatically replaced by TCF. This includes current Card numbers and any Card numbers issued to you in the previous twelve months.

Because not all merchants subscribe to VAU, you should always notify each individual merchant of your new Card number. Changes to your Card number as a result of a lost or stolen Card or other card replacement requests you initiate will not be updated. In those circumstances you must contact merchants directly to notify them of your new Card information.

If you prefer that we not provide updated Card information to VAU in the future, please call 1-800-823-2265 or 1-800-343-6145 (TTY - hearing impaired) or visit tcfbank.com for information on how to opt-out of VAU. Or you may send a written request indicating your decision to not participate in VAU and the affected Card number to:

TCF Bank
Attn: Card Services
Mail Code: PCC-1B-N
1405 Xenium Lane North
Plymouth, MN 55441

ATM and Debit Card Transactions
Made Outside of the United States

If you make an ATM withdrawal or a Debit Card Transaction using your Card and the ATM or merchant is located outside of the United States, and the withdrawal or payment is made in a currency other than U.S. dollars, the amount of the transaction will be converted to a U.S. dollar equivalent.

The exchange rate between the foreign transaction currency and the U.S. dollar billing currency used for processing is:

1. a rate selected by the card payment network processing the transaction from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate the card payment network itself receives); or
2. the government-mandated rate in effect for the applicable central processing date.

TCF charges an international service fee for ATM and POS Transactions that take place outside of the United States. TCF will do so regardless of whether the transaction is in U.S. dollars or foreign currency unless you have a Premier Checking account or Private Bank account.

Other ATM processors may also add a fee to the ATM transaction amount for ATM transactions they process.

Service Charges for EFT Transactions

We may charge you a fee for EFT transactions. In addition to fees charged by TCF, if you use an ATM or point-of-sale terminal not owned by us, the ATM or point-of-sale terminal operator or any network used to complete an EFT may charge you a fee for the transaction. You may also be charged a fee for a balance inquiry at an ATM even if you do not complete an EFT. We may deduct these fees from your Account and forward them to the operator or network, when applicable.

How You Can Stop the Payment of a Pre-Authorized EFT Transaction

If you have told us in advance to make regular EFT payments out of your Account, you can stop any of these payments. Here is how. Call or write us at the address or telephone number shown in the section called “Contacting TCF.”

Call or write us in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us at the designated address shown in the section called “Contacting TCF” within 14 days after you call. An oral stop payment order is no longer effective after 14 days if you do not provide the required written confirmation.

If these regular payments may vary in amount, the person or company you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will...

Processing of Debit Card Transactions

You may authorize Debit Card Transactions in one of two ways:

- By entering your PIN (for example, you enter your PIN on a keypad when paying for a purchase at certain merchant locations); or

- For transactions processed through a card payment network’s transaction processing system that do not require you to use your PIN: (i) for in-person transactions, the merchant may require you to present your Card and possibly to sign an authorization; and (ii) for transactions over the Internet, by telephone, or by mail (such as mail order or catalog), the merchant may require you to provide your Card number and other information, and may also ask you to sign an authorization.

It generally takes three Business Days or less after the day of the transaction for a Debit Card Transaction to be submitted to TCF for payment and posted to your Account. PIN Transactions are generally posted to your Account the same Business Day on which they happen. Once TCF authorizes a Debit Card Transaction, you may not cancel the transaction.

A Credit resulting from a Debit Card Transaction will be made to your Account if you receive a refund for goods, property, or services you purchased from a merchant with your Card, unless you received a cash refund from the merchant. We add these Credits authorizations to your Available Funds when we receive them, if we received them before the end of our processing day. Otherwise, we add Credits authorizations to your Available Funds the next Business Day. We post Credits from Debit Card Transactions that are not preceded by a Credit authorization to your Account at the end of the Business Day we receive them and add them to your Available Balance at that time.

Visa Account Updater Service

We subscribe to the Visa Account Updater Service (VAU) offered by Visa U.S.A., Inc. With this service, if you give a merchant your Visa Card number and authorize the merchant to bill your Card periodically for recurring payments, any replacement Card number we give you will automatically be sent to the merchant if the merchant subscribes to VAU. This applies if your Card expired or was automatically replaced by TCF. This includes current Card numbers and any Card numbers issued to you in the previous twelve months.
be. If your Account is a Consumer Account and you order us to stop one of these payments three Business Days or more before the transfer is scheduled and we do not do so, we may be legally responsible for any directly caused losses or damages.

If you order us to stop payment on a regular EFT payment to a specified person or company, we will stop payment on all regular EFT payments to that person or company. We cannot stop payment on some, but not other, regular EFT payments to a specified person or company. You should contact the person or company you have authorized to receive regular payments out of your Account to stop any future EFT transactions.

Ending One of Your EFT Services

We have the right to: (1) end or temporarily stop any or all EFT services at any time; and (2) deactivate or cancel your Access Device at any time. We may do so without notifying you in advance. However, our intention is to notify you before or promptly after ending any EFT service or deactivating or canceling your Access Device.

You may end any or all EFT services by notifying us in writing at the address shown in the section called “Contacting TCF,” or by submitting a request at any TCF banking center, or by any other means we authorize from time to time. Your written notice is effective when we receive it. If you have an arrangement with a third party to make regular payments into your Account or receive regular payments out of your Account, you should contact that third party to end the EFT service.

Your Card is the property of TCF. You agree that if you or we close all of your Accounts accessed by your Card, you will return the Card if we ask. Otherwise, you will securely destroy it.

Statements and Receipts

We will send you a checking account statement monthly. We will send you a savings or money market account statement each month you have an EFT but at least quarterly. You may also contact us (see the section called “Contacting TCF”) to find out if any EFT transactions have been made.

You can get a receipt at the time you make a transfer to or from your Account using an ATM or POS terminal unless you chose not to receive one. In the case of a POS Transaction, the receipt will reflect a deduction from your Account equal to the amount of the POS Transaction.

Your monthly Account statements and receipts are admissible into evidence.

If Your Access Device Is Lost, Stolen, or No Longer Secret

You are responsible for safeguarding your Account information and acting responsibly when conducting EFT transactions. You agree to use ordinary care in handling, safeguarding, and storing your Access Device. You should not give your PIN or Password to anyone, or write it down on your Card, or keep it near your Card. TCF will not call or email you requesting your PIN or Password. We may ask you to enter your PIN when calling us or at a banking center (but will not ask you to verbally provide the PIN to a TCF team member). You will need to enter your Password at tcfbank.com and in the mobile app.

You agree that you will call or write to TCF at the telephone number or address shown in the section called “Contacting TCF” if you believe that: (1) your Access Device has been lost or stolen, is in the hands of an unauthorized person, may no longer be secret, or has been compromised in any way; (2) someone has transferred or may transfer funds from your Account without your permission; or (3) you believe a transfer has been made using the information from your check without your permission. Contacting us by telephone is the best way to resolve your issue.

You are not legally responsible for further unauthorized use of your Access Device after notifying us as provided in this section.

Errors You Have Found or Questions You Have About Your Account’s EFT Transactions

This section only applies to transactions covered by the federal Electronic Fund Transfer Act.

In case of errors or questions about your Account’s EFT transactions, telephone us at 1-800-823-2265 or 1-800-343-6145 (TTY - hearing impaired) or write us at:

TCF National Bank
Attn: Dispute Services
Mail Code: PCC-1B-N
1405 Xenium Lane North
Plymouth, MN 55441

You must call or write us as soon as you can if: (1) you think your statement of Account activity or receipt is wrong, or (2) you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 80 days after we sent you the FIRST statement in which the problem or error appeared (if state law gives you a longer time period to notify us, this longer period will apply).

1. Tell TCF your name and Account number;
2. Describe the error or 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; and
3. Tell TCF the dollar amount and date of the suspected error.

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

TCF will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will Credit your Account within 10 Business Days for the amount that 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 TCF asks you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not Credit your Account.

For errors involving new accounts, POS Transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to Credit your Account for the amount you think is in error.

TCF will tell you the results of our investigation within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Your Liability for EFT Transactions Made Without Your Permission

Your Liability Due to a Lost or Stolen Access Device

You must tell us AT ONCE if you believe your Access Device has been lost or stolen, or if you believe that an EFT transaction has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. You could lose all the money in your Account, plus any unused portion of your approved credit line under your Overdraft Protection Account. You should also consider contacting law enforcement to conduct a criminal investigation if you suspect theft from your Account.

If your Account is a Consumer Account, the following limits on your liability apply:

• If you believe that your Access Device has been lost or stolen, and you tell TCF within two Business Days after you learn of the loss or theft, you can lose no more than $50 if someone used your Access Device without your permission (except as stated below).

• If you do NOT tell TCF within two Business Days after you learn of the loss or theft of your Access Device and we can
prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as $500 (except as stated below).

If applicable state law gives you a greater protection against losses from the unauthorized use of your Access Device, then the more favorable state law limits will apply.

Your Liability for an Unauthorized Transaction That Appears on Your Statement of Account

If your Account is a Consumer Account, the following limits on TCF’s liability apply:

- If your statement shows EFT transactions that you did not make or authorize, including those made by Access Device, or other means, you must tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed or transmitted to you, you may not get back any money you lost after the 60 days if TCF can prove that it could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- TCF will not be responsible for EFT transactions made without your permission if you give your Access Device to a person and fail to tell us when that person is no longer authorized to use your Access Device.

If applicable state law gives you a greater protection against losses from the unauthorized transactions appearing on your Account statement, then the more favorable state law limits will apply.

Exception to Liability Limits

An Electronic Funds Transfer is not considered "unauthorized" or "without your permission" for purposes of this section if the transfer is: (1) requested or made by a person with your actual authority to request or make the transfer, or you received a benefit from the transfer; (2) requested or made by a person to whom you furnished your Access Device unless you have notified TCF that transfers by that person are no longer authorized; (3) requested or made with fraudulent intent by you or any person acting in concert with you; or (4) made by TCF or its employees. Therefore, unless the law provides otherwise, the limits on your liability in this section do not apply to these transactions.

Card Transactions

For card transactions processed through a card payment network, you generally are not legally responsible for any losses determined to be fraudulent transactions by third parties. However, you must report a lost or stolen Card or unauthorized activity on your Account within the time frames stated in your Account Contract.

TCF's Liability for Not Making an EFT Transaction

If we do not complete an EFT transfer to or from your Account on time or in the correct amount according to your agreement with us, we will be legally responsible for your directly caused losses or damages if the transaction is covered by the federal Electronic Fund Transfer Act. However, there are some exceptions. We will NOT be legally responsible, for instance:

- If, through no fault of ours, the transfer would exceed your Available Balance.
- If the transfer would cause you to go over the credit limit on your Overdraft Protection Account (if you have one).
- If the ATM or POS terminal where you are making the transfer does not have enough cash.
- If the ATM system or POS terminal was not working properly and you knew about the breakdown when you started the transfer.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If your Account is subject to legal process or restricted in any manner by us.

There may be other exceptions stated in our Account Contract with you.

Limitation on TCF’s Liability for Not Making an EFT Transaction or Stopping Payment on a Pre-Authorized EFT Transaction

We will not be legally responsible to you for failure to make an electronic fund transfer if our actions or failure to act resulted from:

- An act of God or other circumstances beyond our control if we exercised reasonable care to prevent the occurrence, and we exercised such diligence as the circumstances required; or
- A technical malfunction that you knew about when you attempted the transaction or, in the case of a pre-authorized transfer, at the time the transfer should have happened.

If we are legally responsible to you for failure to make an electronic fund transfer or to stop payment of a pre-authorized transfer, and the failure was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to actual damages proved.

Changes to Electronic Fund Transfers, Services Agreement and Disclosures

We may make changes, additions, or deletions to the terms in this section called "Electronic Fund Transfers Agreement and Disclosures." We will mail a written notice (or provide notice electronically if you have agreed to electronic delivery of notices) at least 21 days before the effective date of any change, addition, or deletion to this section as required under federal regulations unless: (1) an immediate change or addition is necessary to maintain or restore the security of your Account or of TCF’s electronic fund transfer system; or (2) the change, addition, or deletion benefits you.

Remittance Transfers

The terms of this section called “Remittance Transfers” apply to all Remittance Transfers. All the other terms of your Account Contract apply to Remittance Transfers, except as provided in this section. For Remittance Transfers conducted by wire transfer, this section will control to the extent it may conflict with the section called “Wire Transfer Agreement.”

You may transfer up to a maximum of $25,000 per day by Remittance Transfer.

You have a right to receive a pre-payment disclosure at the time you make a Remittance Transfer request and a receipt at the time you provide payment (actual payment or authorization to Debit your Account). We may provide these disclosures separately or as a combined disclosure at the time of payment. The transfer will be made to the recipient in the currency stated in the receipt. The recipient will receive the transfer by the availability date stated in the receipt.

You have the right to dispute errors regarding your Remittance Transfer. If you think there is an error, you must contact us within 180 days of the availability date stated in the combined disclosure. TCF will then have 90 days to investigate your error.

See the section called “Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction” for ways to contact us. You can also contact us for a written explanation of the error resolution and cancellation rights.
How You Can Cancel a Remittance Transfer Transaction

You have the right to cancel a Remittance Transfer request within 30 minutes of making the request. The disclosures you receive when you request the transfer will include a time stamp. The 30-minute cancellation period begins at this time. The Remittance Transfer can only be cancelled within this 30-minute cancellation period and only if the funds have not yet been deposited to the beneficiary’s account in the foreign country you designated. We are not required to cancel a Remittance Transfer after this 30-minute cancellation period expires. To cancel your Remittance Transfer request, you may visit any of our banking center locations, or call us at the telephone number shown in the section called “Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction.”

Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction

In case of errors or questions about your Remittance Transfer transactions, visit us at any TCF banking center, telephone us at 1-800-823-2265 or 1-800-343-6145 (TTY - hearing impaired), or write us at TCF National Bank, PO Box 190, Minneapolis, MN 55440-0190. For errors, you must contact us within 180 days of the availability date stated in the combined disclosure. Provide us with the following information:

• Your name, address, and telephone number;
• Your account number that was debited to pay for the transfer and any fees (if applicable);
• The confirmation code, date, and amount of transfer;
• Name of the recipient and the recipient’s account number;
• Receiving bank name, country, and identifier number; and
• Describe 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.

All of the transaction information you will need to provide is shown in the combined disclosure you received when you made your transfer request.

We will determine whether an error occurred within 90 calendar days after we hear from you and will tell you the results of its investigation within three (3) Business Days after completing our investigation. If we decide that there was an error, we will provide you with available remedies that are appropriate for the type of error and ask you to tell us which remedy you would prefer. We will then correct the error within one (1) Business Day, or as soon as reasonably practicable after receiving your instructions regarding the appropriate remedy. Please note that if you, the sender, provide us with an incorrect amount number or recipient institution identifier such as a routing number or business identifier code (BIC), we may not be required to refund or resend the transfer amount and you could lose the funds.

We will determine whether an error occurred for Remittance Transfers (the Federal Electronic Fund Transfer Act determines what is an error). If we find that no error occurred, or a different error occurred, we will include in our written report to you an explanation of our findings. You will have the right to request the documents we relied on in making our determination. If you want to reassert your claim after you receive the documents, you must do so within the original 180-day period from the availability date stated in the disclosure. Otherwise, we may not have further error resolution responsibilities.

Limitation on TCF’s Liability for Remittance Transfers

We will not be legally responsible to you for Remittance Transfer errors when:

• The disclosure stated an estimate and the difference in the transferred amount results from application of the actual exchange rate, fees, and taxes, rather than any estimated amounts;
• The difference in the transferred amount results from the application of non-covered third-party fees or taxes collected on the transfer by a person other than TCF;
• The error resulted from extraordinary circumstances outside our control that could not have been reasonably anticipated;
• Delays in the Remittance Transfer were caused by our screening for fraud or compliance with the bank secrecy and anti-money laundering laws;
• The Remittance Transfer was made with fraudulent intent by you or any person acting in concert with you; or
• You provided us with an incorrect account number or recipient institution identifier, and we attempted, but could not recover the funds.
WIRE TRANSFERS AGREEMENT

Except as stated in any separate agreement between TCF and you for wire transfer services, by placing a wire transfer payment order with us, you agree to the terms in this section called “Wire Transfers Agreement.”

Scope of This Section

This section called “Wire Transfers Agreement” covers all wire transfers you request. Unless stated otherwise in your Account Contract, all terms used in this section called “Wire Transfers Agreement” have the meanings as defined in: (1) Article 4A of the Uniform Commercial Code; or (2) as otherwise defined in your Account Contract.

Wire Transfer Orders

We may, but do not have to, allow wire transfers to or from your Account. We may require you to give us any information that we consider necessary before completing a wire transfer. If we process a wire transfer order, we may take up to one Business Day to complete the wire transfer. We may take additional time to complete a foreign wire transfer. Before we make any wire transfer, you must provide evidence satisfactory to us of your identity and authority to make the transfer.

When we act according to your instructions and the terms of your Account Contract or any separate wire transfer agreement between TCF and you, we will not be legally responsible to you because of:
• Any act or negligence of any third party who we do not directly control (including agents selected by us);
• Any instructions we receive that contain errors;
• Equipment malfunction; or
• Any other cause outside our immediate control.

We are not legally responsible to you for any errors in your wire transfer instructions. Therefore, any errors in the information you give us in the wire transfer instructions, including misidentification of a beneficiary, incorrect or inconsistent account names or numbers, incorrect identifying numbers of the intermediary bank or beneficiary bank, and misspellings, are your responsibility and we may process the instruction solely on the basis of the identifying number.

Security Procedures

You agree to comply with the following security procedures for any wire transfers you ask for:
• You must sign and deliver to us an order or other written instruction giving us permission to do the wire transfer and instructing us where to send the funds; and
• Either you must provide us proof of your identity in a form that is acceptable to us or if we permit you to request a wire remotely, an authorized person on your Account must verbally confirm the wire request through a callback initiated by us to a phone number for your Account in our records.

You agree that these security procedures are commercially reasonable. You agree that you are bound by any wire transfer instructions that comply with these security procedures, whether or not you authorized them.

If you give us a wire transfer order that does not comply with these security procedures, and we accept the order in good faith, then: (1) you agree that you are bound by the order, whether or not it is authorized; (2) you will be deemed to have refused the security procedures we offer and recommend as commercially reasonable; and (3) you will have to pay us the amount of each such payment order even if it was not authorized. We do not have to accept any payment order that does not comply with the security procedures.

Debit Authorization

You give us permission to Debit the amount of a wire transfer order and any related fees from the Account you designate. We may, but are not required to, honor wire transfer orders that exceed your Available Balance. Honoring your wire transfer order is not an assurance that funds on deposit in your Account are “good.” You may not rely on any contrary statement by a TCF team member.

Transfer to Beneficiary Bank

When you place a wire transfer order with us, you must select a financial institution as the beneficiary bank (recipient bank) for the transfer. For transfers within the United States, the beneficiary bank must be a member of the Federal Reserve System or a correspondent bank of such a member. If you identify a participating financial institution inconsistently by name and identification number, payment may be made on the basis of the identification number and your payment will be final (you cannot change it later) even if the identification number you provided does not correspond to the financial institution you have identified.

You may request that the funds either be deposited in a particular account at the beneficiary bank or that they be held at the beneficiary bank for your beneficiary. The beneficiary bank, not TCF, will be responsible for following your instructions and for notifying the beneficiary that the funds are available.

After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank, not TCF, is responsible for locating, identifying, and making payment to your beneficiary. If your beneficiary cannot be identified, the beneficiary bank may return the funds to you. In some cases, the beneficiary bank may deduct a fee from the returned funds and we may also charge an incoming wire fee.

Currency of Transfer

Wire transfers to beneficiaries within the United States are made only in U.S. dollars. Wire transfers to beneficiaries outside of the United States are made, at your option, in either U.S. dollars or foreign currency. We cannot guarantee the foreign beneficiary bank will accept U.S. dollars.

Because of the laws of some countries where beneficiary banks are located, we cannot guarantee that your beneficiary will receive the funds in U.S. dollars. If your transfer must be converted to the local currency, the beneficiary bank may charge a fee for the conversion.

If your transfer is converted to the local currency, the exchange rate will be the rate in effect on the Business Day we process your wire transfer order. However, in the case of international wire transfers for consumer purposes, the exchange rate will be the rate in effect on the Business Day we receive your order.

Regardless of the amount of your transfer order, the actual amount that your beneficiary receives may be reduced by taxes and charges imposed by the beneficiary bank, including, but not limited to, those for exchanging currency. If a wire transfer converted to a foreign currency is not completed and returned to your Account, the funds will be exchanged back to U.S. dollars and the exchange rate in effect at the time of the conversion back to U.S. dollars will apply.

Means of Transfer

We use a variety of banking channels and facilities to make wire transfers, but will ordinarily use electronic means. We may choose any conventional means we consider suitable to transfer your funds to your beneficiary bank.

Because we do not maintain banking relations with every bank, we may use one or more intermediary banks to transfer your funds to the beneficiary bank. After we transmit your wire transfer order to an intermediary bank, the intermediary bank, not TCF, is responsible for completing your order.
Claims

You agree to exercise ordinary care to determine whether there is any error, delay, or other problem related to a wire transfer. You also agree to notify us within a reasonable time if any of these things happen, but in no case more than 30 days after the date of your order. You also agree to notify us within a reasonable time, but in no case more than 30 days, after you receive notice of an unauthorized wire transfer. This subsection is subject to the other sections of this section called “Wire Transfers Agreement.”

If we do not receive your notice within these time periods, we will not be legally responsible to you for the error, delay, problem, or unauthorized transfer. If we cause an error, delay, or other problem with your wire transfer order, our sole obligation to you is to pay or refund such amounts as the law may require.

Cancellation / Recall / Amendments

Unless you are a Consumer sending a Remittance Transfer, you have no right to cancel or amend any wire transfer order after we receive it. However, if you ask us to cancel or amend your order, we will make reasonable efforts to act on your request only if we receive your request before we execute the order. You must make your request at a time and in a manner that gives us reasonable opportunity to act on it. We are not legally responsible to you if we do not cancel or amend your wire transfer order.

If we have executed your wire transfer order, the order can be recalled or amended only if the beneficiary bank and any intermediary bank consent to such a request. We are not legally responsible to you for any loss resulting from a beneficiary bank’s or an intermediary bank’s failure to recall or amend your wire transfer order.

If you decide that you want to recall your wire transfer order and we have already executed it, we will ask the beneficiary bank to determine whether or not the funds can be returned. If the beneficiary bank confirms that the funds can be returned and actually returns the funds to us, we will return the funds to you.

TCF or the beneficiary bank may deduct from your Account or from the amount that is returned to you, any applicable service charges resulting from a cancellation, recall, or amendment of your wire transfer order.

Rejection of an Order

We reserve the right to refuse your wire transfer order for any reason.

Errors in Payment Orders

We do not have to detect errors in your wire transfer order, including, for example, an order to pay a beneficiary that you did not intend to pay or an order to pay an amount greater than the amount you intended. If we do detect an error in a wire transfer order, we do not have to detect errors in future orders.

Delays or Non-Execution of Wire Transfer Orders

While we will handle your wire transfer orders in a reasonably prompt manner, you agree that we will not be legally responsible to you for any delay, failure to execute, or error in executing any order due to circumstances beyond our reasonable control. This includes, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failure, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

Except as expressly stated in this Agreement, we make no warranties, express or implied, concerning your wire transfer order, including the failure of any intermediary bank or beneficiary bank to credit your beneficiary with the amount of a wire transfer after their receipt of the order.

Cutoff Time for Executing Your Wire Transfer Order

To learn our Cutoff Time for outgoing wire transfers, please ask a TCF team member. If we receive your wire transfer order after our Cutoff Time, it may not be executed until the next Business Day. We may take additional time to complete a foreign wire transfer. We may provide wire transfer services only on those days that both TCF and the Federal Reserve System are actually open for business.
PROTECTING YOUR ACCOUNT

Identity theft means a fraud committed or attempted using the identifying information of another person without authority. Thieves steal your name, date of birth, account numbers, PINs, Passwords, social security number, and other confidential information to use your financial accounts or run up bills on your cards. They can open accounts, take out loans, obtain credit cards, and even get a driver’s license in your name. They can do damage to your financial history and personal reputation that can take years to unravel. The following are some recommendations you may want to consider to reduce your risk of falling victim to identity theft.

PREVENTING IDENTITY THEFT

Minimize Your Risk

Sharing Information
• Never share information from your TCF Card, PIN, or Passwords with anyone who is not authorized to use your Account. This includes TCF employees, store clerks, and the police. Do not share your banking information with businesses and fintech companies that provides a service, an app, or a website without first understanding their security protocols.
• Do not share your Account numbers or personal financial information, including your social security number, with anyone unless you initiate the contact.
• TCF employees will never ask you to tell them your PIN or Password or ask that you write your PIN or Password for them (except for wire transfer orders). Ask them for identification and contact TCF immediately if you receive suspicious requests for such information.

Checks
• Do not have your driver’s license number or social security number preprinted on your checks.
• Inspect new check orders to make sure information is correct and no checks are missing.
• Contact TCF if you do not promptly receive ordered checks.

Account Access Cards
• Keep track of the expiration date on your Card. Contact TCF if you do not receive a new Card before the expiration of your current card.
• As soon as you get your new Card, activate it and sign the back of the Card.
• After you have handed your Card to a merchant for a purchase, make sure that you receive your card back and not someone else’s card. Keep your transaction receipt.
• Contact TCF immediately if you lose your Card or mobile device with mobile payments activated and, if available, lock your card.

PINs and Passwords
• Choose a PIN and Password that others cannot guess and change them regularly.
• Never write your PIN on your Card or store it with your Card.
• If you are concerned that someone knows your PIN, request a new PIN.
• Protect your PIN as you key it into an ATM or payment terminal by standing directly in front of the keyboard or PIN pad to block the view of anyone standing near you.

Bills, Statements, and Paper Documents
• Pay attention to your billing and statement cycles. If you expect mail from TCF and it does not arrive, contact TCF.
• Promptly and carefully review your Account statements or your Account activity using our digital banking service to confirm that you made or authorized all transactions. Report any errors or unknown charges immediately.
• Shred unwanted financial documents such as old Account statements, checks, expired cards, and pre-approved credit offers.
• Consider enrolling for online statements.
• Promptly check your receipts against your periodic statement and contact TCF if anything looks irregular or there are any unauthorized transactions.

Check Your Consumer Reports Regularly
The Consumer Financial Protection Bureau advises to order a free consumer report from each of the major consumer reporting agencies once a year.

If You Are a Victim
Contact the major consumer reporting agencies to advise them that you are an identity theft victim. Ask them to place a “fraud alert” on your file. Order a copy of your consumer report from each agency and review the reports carefully. Continue to check your credit reports occasionally. Close all accounts that have been tampered with or opened fraudulently. Monitor your consumer report files and Account statements closely. File a police report and get a copy or the report number as it can help you deal with creditors who need proof of the crime.
Contact us to report any identity theft relating to your Account (see the section called “Contacting TCF.”)
You may also consider contacting the Federal Trade Commission at 1-877-IDTHEFT or www.consumer.gov/idtheft to file a complaint. Counselors can advise you on how to deal with the credit-related problems that could result.

ATM SAFETY GUIDE

Let Common Sense Be Your Guide
Your TCF Card provides you with access to your Accounts at ATMs and to make purchases at retail merchants. Take these simple steps to help safeguard your personal safety and privacy.
• Be Aware of Your Surroundings: when approaching an ATM location, consider your surroundings and leave if you see anyone or anything suspicious.
• Park in a Nearby Safe Place: when parking your car to use a walk-up ATM, park in a well-lit area as close to the ATM as possible.
• Be Alert at the Drive-up: when using a drive-up ATM, keep your engine running, all doors locked, and open your window only when you are ready to perform your transaction.
• Minimize Time Spent at the ATM: have your TCF Card out and ready to use. Put your money, Card, and receipt away as quickly as possible.
• Guard Against Unauthorized Entry: when using an ATM in a locked vestibule, be sure to close the door completely. Do not open the door for another person waiting to gain entry. Each person should gain entry only by using a Card to unlock the door.
• Personal Safety Starts with You: if someone follows you from an ATM location, move quickly to a safe, well-populated, and well-lit area. Report any incident to a TCF employee or the police as soon as possible.

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Contact Us

Customer Service
1-800-823-2265
612-823-2265

TTY (hearing impaired)
1-800-343-6145
612-339-3075

TCF National Bank
Attn: Customer Service
P.O. Box 190
Minneapolis, MN 55440-0190

tcfbank.com
Welcome to Huntington and thank you for opening your new deposit Account.

Inside this packet you’ll find a comprehensive explanation regarding how your deposit Account works. Please read through when you get a moment. It’ll help familiarize you with the basics, and may even uncover an opportunity for an improved banking experience. As always, if you have any questions, please reach out to us. We love answering questions. Thanks again for joining Huntington.

This **Consumer Deposit Account Agreement** is the Agreement for your Account. You and anyone else identified as an owner on the Account agree to its terms by: (i) signing the signature card, (ii) electronically agreeing to the Account Documents, or (iii) conducting any transaction with your Account. This Agreement may refer to other documents provided to you such as rate sheets, the Personal Account Charges Form, disclosures, amendments or other documents that govern your Account and related products and services. These documents are collectively referred to as the “Account Documents” and are a part of the Agreement for your Account. Please read them carefully and let us know if you have any questions. We are here to help you.

**NOTICE OF ARBITRATION PROVISION**

This Agreement and Account Documents are subject to an Arbitration Provision which you should read carefully (see Arbitration section below). If a dispute between you and us is arbitrated, the Arbitration Provision, unless rejected by you, will substantially affect your rights, including your right to have a court trial or to bring, join in or participate in a class action.
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I. Key Definitions

**Account**
Deposit accounts such as checking, savings and money market accounts that you have with us.

**Account Documents**
Documents, in addition to and including this Agreement, provided to you such as rate sheets, disclosures, amendments or other documents that govern your Account and related products and services.

**ACH**
Funds transferred to or from your Account through the Automated Clearing House network.

**Agreement**
Huntington Consumer Deposit Account Agreement (this Agreement).

**Automated Teller Machine (ATM)**
A machine that allows customers to complete a variety of banking transactions without the help of a bank representative.

**Business Day**
Every day except Saturdays, Sundays and federal holidays.

**Channel**
The way in which we allow you to make a deposit, withdraw or transact with us, for example, ATMs, branches, online and mobile banking.

**NSF/Return**
A transaction that we return because you do not have enough money in your Account.

**Overdraft**
A transaction that results in a negative balance in your Account.

**Pending Transaction**
An ATM or debit card authorization that has not settled for final payment.
II. General Terms

1. CORRECTING ERRORS IN INFORMATION WE SHARE WITH CONSUMER REPORTING AGENCIES

   If you believe any of the information we share with a consumer reporting agency is in error, please let us know. Write to us at: Huntington Customer Information Services, Consumer Reporting Agencies, P.O. Box 1558, EA4W25, Columbus, Ohio 43216. Please provide us with your complete name, current address, phone number and Social Security number. You will also need to include your account number, type of account, the specific item in dispute and other supporting documentation or information we reasonably require. You must tell us the reason you believe this information has been reported in error.

2. FRAUD PREVENTION AND SECURITY

   a. Fraud Prevention
      
      To help prevent fraud and other losses, we strongly encourage you to follow these guidelines:
      
      i. Do not provide any account information (like account numbers, Personal Identification Numbers (PINs), or online credentials) to anyone, particularly callers, even if they claim to be a Huntington colleague
      
      ii. Do not write your driver's license or Social Security Number (SSN) on your checks
      
      iii. Call us immediately if:
            (1) your Debit Card or checks do not arrive within ten (10) business days of your order
            (2) you suspect or believe your Debit Card or any check is lost, stolen, or missing
            (3) there is a transaction on your statement or online that you do not recognize
      
      iv. Store blank and cancelled check copies in a safe place, such as a locked drawer
      
      v. Shred unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them

   b. Security
      
      We are committed to providing you a secure and reliable experience with us, and to demonstrate our commitment to you we:
      
      i. Provide you with security alerts when you change your mailing address, e-mail address, telephone number, PIN, or password
      
      ii. Utilize specialized hardware, software, and firewalls to combat security breaches
      
      iii. Require multi-factor authentication for some transactions that we deem to carry a higher risk of fraud
      
      iv. Utilize 128-bit SSL encryption when you communicate with us over the internet through our online channels

   We ask you to follow these fraud prevention guidelines to help protect your account, and both the fraud prevention guidelines and security measures we take help ensure a better experience with us and reduce losses. You can also use other tools we provide such as online banking, alerts, and paperless statements to help monitor your accounts and keep your information secure.

3. MAKING DEPOSITS

   You may make deposits to your Account through the channels and during the times we make them available by following the steps required for that channel. If you don't know what steps are required, please ask us and we will provide them to you.

   a. Check Endorsements
      
      You must endorse your check(s) by signing the back of the check in the designated location. In some cases, we may accept checks that are made payable to you, or any of the parties listed on your Account, without endorsement and treat them as though they were endorsed correctly.

   b. Our Right To Refuse Deposits
      
      All non-cash deposits (for example, checks) must be made in blue or black ink and are subject to our review. We may refuse all or part, or adjust, any deposit for any reason, at any time, even after you have completed your deposit transaction (for example, we discover a missing signature while processing a check).

   We may refuse to cash a check you present to us, but instead require you to deposit the check to your Account. We have no obligation to accept deposits to a closed Account, including direct deposits. For example, if your employer or the social security administration sends a direct deposit to your closed Account, it will be rejected.
General Terms

c. Collecting Deposits
When you make a non-cash deposit, we will collect the money for those item(s) on your behalf from the issuing bank. We will not be responsible for losses caused by you or others in the collection process. We may credit your Account for the amount of deposited items before we collect the money. However, subject to applicable federal law and our Funds Availability Policy, we may wait until we have actually received the money for your deposited items before we credit your Account.

d. Returned Deposited Items
If we credit your Account for a deposited item, we may later deduct the amount of any item from your Account if we are unable to, or have reason to believe we will be unable to, collect the money from the applicable account holder. We may also charge you a fee if this happens and the item is returned to us unpaid.

e. Deposits Made In Foreign Currency
If you make a deposit in foreign currency, we will process the transaction in U.S. dollars. The final amount deposited to your Account may be reduced by applicable currency exchange charges and will be based on the currency exchange rate we determine is in effect when we are paid. If a deposit in a foreign currency is returned, currency exchange rates and charges applicable at the time of return may reduce the amount returned. You will be responsible if the amount returned is less than the amount credited to your Account.

f. Substitute Checks
Only in limited circumstances, such as re-depositing a returned deposit, may you deposit a substitute check (a copy of an original check). If you deposit a substitute check, you are responsible for paying us the amount of any losses, costs and other damages that result from your deposit.

g. Indemnity
You agree to indemnify us and hold us harmless from any liability, loss or expense (including reasonable attorneys’ fees) arising from a deposited item that is:

i. returned to us for an alleged breach of warranty under applicable law or other reason not caused by us. Examples include claims of: (a) forgery; (b) unauthorized items; (c) improper endorsement; (d) alteration; (e) counterfeit items; (f) unauthorized substitute checks; and (g) illegible items;

ii. not completed in blue or black ink;

iii. a substitute check that violates this Agreement; or

iv. delayed in return because of the condition of the item that occurred before we accept it (in other words, something that happened to the item before we accepted it).

h. Night Depository
Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. If you use our night depository you may only use it to make deposits or payments, and you will be responsible for any theft, missing, lost or late deposits or payments. If it is unclear to us what to do with your deposit or payment, we may credit it to any Account you have with us.

4. LIMITS, WITHDRAWALS AND CHECKS

a. Limits
Even though you may make withdrawals from your Account at any time, under federal law we may require you to give us up to seven (7) days prior notice of withdrawal for all Accounts other than Estate Checking and Asterisk Free Checking Accounts. For savings and money market accounts, federal law also requires us to limit you to a total of no more than six (6) transfers and withdrawals, or a combination of them, in any calendar month or statement cycle of at least four weeks to another account of yours with us or to a third party by certain methods from your Account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your Account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges or close your Account.

We may limit the manner of any withdrawal, particularly if we believe the withdrawal is fraudulent, illegal, or poses security risks.
General Terms

b. Timing of Withdrawals
We consider withdrawals as having been made on the business day we post it to your Account.

c. Checks You Write
   i. General Terms
      (1) Your checks must comply with financial industry standards.
      (2) You must fill out your checks in blue or black ink.
      (3) We may deduct from your Account the amount of any check you have written even if it is presented before the date written on the check, if there is no date on your check, or if the date on the check is more than 6 months old. We may also refuse to pay these checks.
      (4) We may charge a fee to the person to whom you wrote a check if that person tries to cash the check at one of our branches and he or she does not have an Account with us.
      (5) We may refuse to pay any check if there is not enough money in your Account.
      (6) We may process and are not obligated to honor, or notify you of, restrictive language placed on your checks or other items such as “void after 90 days,” “paid in full,” “two signatures required,” “void over $100” or similar statements.
      (7) You agree that we are acting within reasonable banking standards by processing checks and other items through automated systems where most items are not individually examined.
      (8) Some accounts (such as savings accounts) do not utilize checks.
      (9) We process checks by automated means and you acknowledge that we have no duty to examine each item presented for payment.

d. Stop Payments
You may not stop payment on a check we issued such as an official, cashier’s or teller’s check. However, you can request that we stop payment of a check or other transactions by calling us at 1-800-480-BANK or by visiting a branch. We are not responsible for stopping a payment if we have not had a reasonable time to act on your stop payment order, if you have not provided us enough information (such as name of the payee) to execute the stop payment, or if we have paid or become responsible for the check or item. You also agree to indemnify us and hold us harmless from any liability or loss we incur (including reasonable attorneys’ fees) because we complied with your stop payment order.

A stop payment order will expire in six months unless renewed by you.

If we pay a check or other transaction where a valid stop payment order was in effect, your account will be debited for the amount of the transaction and your stop payment fee will not be refunded unless you contact us.

5. INTEREST INFORMATION
The following terms apply to savings, money market and checking accounts that earn interest.

a. Rate Information and Balance Computation Method
The initial interest rate(s) and annual percentage yield(s) (APY) we pay on your Account, and minimum balances to earn each rate, are shown on the rate sheet provided to you when you opened your Account. We may change the interest rate(s) and annual percentage yield(s) at any time at our discretion without notice to you.

We compute interest at a daily periodic rate of 1/365th (1/366th in a leap year) of the applicable annual rate for each day. For savings accounts, interest will be compounded and paid on a quarterly basis, and for money market and checking accounts that earn interest, interest will be compounded and paid on a monthly basis. Interest will be paid by adding it to your Account (less any amount required to be withheld, such as income tax withholding).

If you close your Account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your Account. When this happens, we may transfer this money to the state by following state unclaimed funds requirements. We may stop paying any interest on the account if you violate the transaction limits applicable to your Account. See “Limits on Transactions” in the Electronic Funds Transfer Services section. We will not pay interest on any amount we withdraw from your Account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your Account.
We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal balance in your Account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then add together the interest earned for each day in the statement period to determine the amount of interest to pay you for that statement period.

b. When Interest Begins to Accrue on Non-Cash Deposits

Interest begins to accrue no later than the business day we are deemed to receive credit for the deposit of non-cash items (for example, checks). However, we are not required to pay interest on items that are returned for insufficient funds or for another reason, even if we have begun to accrue interest on that item. We may debit your Account for interest that we have previously paid on such returned items.

c. Minimum Balance to Earn Interest

The principal balance you must have in your Account at the end of the day to qualify to earn any interest for that day is stated in the rate sheet provided to you when you opened your Account. If you qualify, we compute interest for that day using the current interest rate for which your principal balance at the end of the day qualifies you.

6. FEES

You agree to pay the fees applicable to your Account. You authorize us to deduct all fees from your Account, whether or not that causes an overdraft in your Account. If we decide to waive a fee, the terms of the Account Documents will not change and we are not required to waive that fee again in the future.

You are responsible for any monthly fees at the time you open your Account and at the beginning of each monthly statement period following Account opening. Monthly fees are deducted from your Account at the end of each statement period or, for closed Accounts, at the time an Account is closed, even if a full statement period has not occurred. Minimum or average daily balance requirements are calculated for the days the Account was opened during each statement period.

Fees related to specific transactions may be deducted from your Account at any time. For some fees, like the fee for non-Huntington ATM transactions, we may wait until the end of a statement cycle to add up the number of times the fee was assessed and aggregate the total into one charge.

7. OVERDRAFTS/RETURNS AND FEES, OVERDRAFT PROTECTION

a. Overview

If there is not enough money in your Account to cover a transaction we may, either: (1) allow the transaction to go through and cause your Account to become overdrawn or; (2) return the transaction. In either case, we may charge you a fee as explained below. Remember, our decision to pay or return the transaction is at our discretion, and you have no right to overdraw your Account, even if we have previously paid a transaction into overdraft.

You can avoid overdrafts and/or returns if you practice good Account management and maintain enough available money in your Account to cover all transactions to be paid. To determine if you have enough money available, you must consider all of your transactions, including those which have not been presented to us, such as checks, withdrawals, transfers, purchases, payments or other debits. Special rules may apply for certain pending transactions (see “Special Rules for Pending Transactions”). We don't always know about all transactions that may be presented for any given business day until we finish processing at the end of that business day. This means only you know all of your transactions that may affect your Account balance for that business day.

As described below, when you open an account, you have a few choices to make about how you would prefer we handle overdraft protection and other overdraft options on your Account. You can change your choices anytime by visiting a branch or calling 1-800-480-BANK (2265).

b. Overdraft Protection

Overdraft Protection allows you to link any eligible checking account to another eligible deposit account (savings, money market account, personal credit line, credit card) you have with us. The account you choose to link to your checking account is called the funding account. When you don't have enough money in your checking account to cover a transaction, the available money or credit in the funding account will be transferred to your checking account. You may link only one funding account to a checking account. A funding account cannot be linked to more than one checking account.
By choosing Overdraft Protection, you authorize us to transfer funds from your funding account to your checking account to cover an overdraft balance in your checking account at the end of the business day. Transfers are based on the amount of money or credit we determine is available in your funding account from our records on the day of the transfer. All transfers are subject to availability of money or credit in the funding account and any other applicable conditions as discussed below.

i. Types of Funding Account Transfers
(1) Transfers from Savings, Money Market Accounts and Personal Credit Lines
Transfers from an eligible savings or money market account or personal credit line funding account will normally be in multiples of $100. For example, if you overdraw your checking account by $128, we will transfer $200 from your funding account. If less than a multiple of $100 is available from your funding account, we will transfer whatever is available in your funding account, and if you overdraw your checking account in an amount that is greater than the amount available in your funding account, the entire amount available in your funding account will be transferred.

(2) Transfers From a Credit Card
Transfers from an eligible credit card funding account will normally be for the exact amount you overdraw your checking account, but only up to the available cash limit.

(3) Checking Reserve Account
Checking Reserve is an overdraft line of credit that requires a credit application and approval. An eligible checking account is tied to the Checking Reserve for overdraft protection. Each day that the balance in your checking account at the end of the day is overdrawn, the exact amount required to cover the overdraft balance is drawn from the Checking Reserve account (up to the amount of credit available) and transferred to your checking account to cover the overdraft balance. As long as there is an outstanding balance in the Checking Reserve account, any positive balance in your checking account at the end of the day will be automatically transferred to pay that Checking Reserve account balance until paid in full. Fees for Checking Reserve are shown in the Personal Account Charges Form and disclosed in the Checking Reserve Agreement.

Remember that the terms and conditions for your Funding Account still apply, such as interest or transaction limitations.

c. Overdraft Options
You have certain additional choices you can make that will help determine if we may pay a transaction when there isn’t enough money in your Account. You have two choices that you can make:

i. ATM and Debit Card Transactions (please see the separate form we provided you for additional information)
You have an option to request that we authorize and pay ATM and Debit Card transactions when there is not enough money in your Account (Opt-In). You also have the option to request that we decline and don’t pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be “Opt-Out” for ATM and Debit Card transactions.

(1) Opt-In
   • If you Opt-In to our Overdraft Options for ATM and Debit Card transactions, you could incur Overdraft Fees and Extended Overdraft Fees.
   • If Huntington elects not to overdraft your Account, your transaction could still be declined, but you will not incur a Return Fee.

(2) Opt-Out
   • If you Opt-Out, transactions will likely be declined if you don’t have enough money in your Account.
   • You will not incur an Overdraft Fee, even if we pay a transaction into Overdraft.

ii. Checks, Electronic Payments, and Transfers
You have an option to request that we pay checks, electronic payments, and transfers when there is not enough money in your Account (Opt-In).
You also have the option to request that we don’t pay these transactions (Opt-Out). Unless you tell us otherwise, the default election on your Account will be “Opt-In” for checks, electronic payments, and transfers.

1) Opt-In
   - If you Opt-In, you could incur Overdraft Fees and Extended Overdraft Fees.
   - If Huntington elects not to overdraw your Account, your transaction will result in a Return Fee and/or additional fees from the merchant.

2) Opt-Out
   - If you Opt-Out, transactions will likely be returned when you don’t have enough money in your Account which would result in a Return Fee from Huntington and/or additional fees from the merchant.
   - You will not incur an Overdraft Fee.

Remember, the decision to pay, return or decline the transaction is at our discretion regardless of the elections you make. This decision is based on a variety of factors such as the length of our relationship with you, deposit frequency, deposit amounts, or history of bankruptcy to name a few. You have no right to overdraw your Account and just because we allow you to do so does not mean you will be able to overdraw in the future. We may take up to 3 Business Days to process your Opt-In or Opt-out election(s).

You may incur more overdraft fees from us when you opt in to your Overdraft options for ATM and Debit Card transactions. The Personal Account Charges Form not only explains fees, such as Overdraft Fees, Return Fees, and Extended Overdraft Fees, but also, the amount of each fee and when we charge them. Those Fees and terms are changed from time to time.

If you overdraw your Account, you must pay us immediately for the amount of the overdraft and any associated fees. You agree that we may apply any deposits made to your Account to any overdraft balance, and we may apply that deposit to fees before principal. We will not be responsible for damages or wrongful dishonor if any transaction is returned or otherwise not paid because your Account does not have enough available money.

8. SPECIAL RULES FOR PENDING TRANSACTIONS
   a. Overview

   Generally debit card purchases and ATM transactions have a two-step process that may impact the money available in your Account to pay other items. These transactions usually begin with an electronic authorization request, which is followed by an electronic settlement request within a few days. The amount of the authorization request will reduce the money available in your Account to cover other transactions, but sometimes the settlement request is more than the authorization request. Also, we use authorization requests and other pending transactions made until 1:00 a.m. ET to determine the money available in your account to cover transactions. These authorizations or other pending transactions may cause an overdraft in your Account or cause other transactions to be returned. However, we ignore any pending authorization requests or transactions for purposes of deciding if we will charge an Overdraft Fee or a Return Fee. The example below illustrates this.

   What this means for you:
   - The authorization request or pending transaction reduces the money available in your account and impacts our decision to pay or return an item; but
   - The authorization request or pending transaction will NOT cause an Overdraft Fee or a Return Fee.

   Consider the following example: Assume you start the day with an Account balance of $110, during the day you make a debit card purchase of $95 that we authorize as a pending transaction. Later that night during overnight processing, a check for $90 you wrote a few days ago is presented to us for payment. The pending debit card authorization reduces the money available in your Account to $15, which is not enough to pay the $90 check. We will, depending on criteria we establish, and your opt in/opt out preferences for overdraft protection services and overdraft options, do one of the following:
     - Pay the check and not charge you an Overdraft Fee, since there would have been enough money in your Account to pay the check (ignoring the $95 pending debit card authorization). On the next business day, assuming no other transactions, if the $95 debit card purchase is presented to us for final settlement, generally we are required to pay it under debit card network rules. Your Account will be overdrawn by $75 and we will charge an Overdraft Fee, unless you have previously opted out of ATM and Debit Card transactions; or
• **Return the check**, but not charge you a return fee, since there would have been enough money in your Account to pay the check (ignoring the $95 pending debit card authorization). **NOTE**: In the examples above, if the check had been for $250 (more than the money available in your Account) if we pay or return that check, you would be charged an Overdraft Fee or Return Fee.

When the debit card purchase or ATM transaction is finally settled, it may cause an overdraft on your Account if there is not enough money in your Account at the time of settlement. This may cause an Overdraft Fee if you have opted in to ATM and Debit Card transactions.

b. **Notice of Insufficient Funds**

Generally, if we return an item or pay an item into overdraft, we will send you a Notice of Insufficient Funds, even if we do not charge you a Return Fee or an Overdraft Fee. This notice provides the details of your transactions for the day in which you did not have enough money available in your account including:

- “Outstanding Authorizations and Pending Transactions” (authorization requests (mentioned above) or credits that have not yet posted to your account);
- An "Account Summary" section. Which aggregates your pending and posted transactions; and
- A "Transaction Detail" section, which includes each transaction from that day. You can use the description above, the Account Summary section, and the Transaction Detail section to determine the balance we use to pay or return an item and the balance we use to charge a Return Fee or an Overdraft Fee.

Please keep any Notice of Insufficient Funds you receive to help align “Your ending amount of funds available after posting” with your periodic statement “Balance Activity” since your periodic statement does NOT reflect any of the “Outstanding Authorizations and Pending Transactions”. Your Notice of Insufficient Funds has a section entitled “How to Match Your Ending Amount of Funds Available After Posting to your Ending Statement Balance” to assist you with that determination.

c. **Pending Credits**

Please note that even though a deposit made during a business day may not be available that same day under our Funds Availability Policy, we may use the amount of the deposit to authorize transactions or to pay other items presented for payment from your account. We call these deposits pending credits. We also use any pending credits when determining if you will be charged a Return Fee or an Overdraft Fee, and pending credits discount for purposes of determining if you made a sufficient deposit to take advantage of 24-Hour Grace. We use pending credit made until 1:00 a.m. ET to determine the money available in your account to cover transactions. On the Notice of Insufficient Funds in the Account Summary, pending credits are labelled “Plus: Outstanding Authorizations and Pending Transactions”.

9. **TRANSACTION POSTING ORDER**

On business days we post deposits and credits first, followed by specific categories of debits, which may include checks, ACH transactions and electronic transactions (such as Debit Card and ATM transactions). Fees and interest (if any) are posted last. Within the specific categories of debits:

a. We post electronic transactions in chronological order by using the date and time assigned to the transaction, and that date and time could be in a different time zone from where you are conducting the transaction.

b. We post checks in check number order, unless the check is cashed in the branch, in which case we post those checks first.

c. We post other transactions in low-to-high order based on dollar amount within transaction categories.

We try and post debit transactions in the order in which you spent your money. Because the transactions involved in posting order can vary from customer to customer, the description above is generally how we handle transaction posting order. However, we may change our transaction posting order at any time in our discretion without notice to you.
10. OUR LIABILITY TO YOU
Except as otherwise provided by applicable law or by other Account Documents, you agree that:

a. If we do not properly complete a transaction as required within your Account Documents, our maximum responsibility to you will be for the amount of the transaction.

b. We are not responsible if circumstances beyond our control prevent the transaction from being completed or if the money in your Account is or may be subject to legal process or other claim.

c. We are not responsible for any consequential damages (e.g. those that are an indirect result from an event).

d. We are not responsible for any checks or items that are returned or processed late because of markings placed on the check or item before we accepted it.

11. STATEMENTS AND NOTICES OF ERRORS
NOTE: This section does not apply to transactions covered by the Electronic Funds Transfer Services terms in Section IV below

a. Statements
   We will provide you with periodic statements showing the activity on your Account through U.S. mail or online if you are an online banking customer. You may also request a mini-statement or an extended mini-statement at an ATM.

b. Your Responsibility to Check for and Notify Us of Errors
   Except as otherwise provided by applicable law or other Account Documents, you must notify us within 30 days after your statement is mailed or made available to you online of any errors with your Account or as soon as possible if you see an error in your transaction history online. Errors include such things as unauthorized transactions, fraudulent activity, forgeries, alterations and missing deposits.

   Also, after we accept your deposit, we will verify the accuracy of the amount. If we find a discrepancy between the amount credited to your Account and the actual amount of the deposit, we will adjust your Account without notice to you. However, if there is an unintentional discrepancy of $5 or less where the amount deposited was less than the amount stated on your deposit receipt, you keep the difference.

   There may be other times when we do not adjust or refund you for nominal amounts (usually $1 or less) we owe you associated with your Account. Unless you ask us to correct that Error in the timeframe stated above, we may keep the money or transfer the money to the state by following state unclaimed funds requirements. We may change the thresholds above at any time without notice.

c. How to Notify Us
   You must notify us of errors by:
   (1) calling us at (800)-480-2265; or
   (2) writing to us at:
       The Huntington National Bank
       Attention: Customer Service
       P.O. Box 1558
       Columbus, Ohio 43216

d. Our Liability if You Fail to Report Errors Timely
   If you fail to notify us (i) within 30 days after your statement is mailed or made available to you or (ii) as soon as possible after discovering an error online in the transaction history, we will not be responsible for the errors and will not be required to reimburse you for them. We also will not be responsible for (i) additional error(s) by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us.

   Note that no legal proceeding or action for errors may be brought against us more than one year after the statement showing the errors had been mailed or otherwise made available to you.

12. ACCOUNT OWNERSHIP
Account ownership is determined by the most current signature card for your Account. If we no longer use a signature card, the signature card is lost or unavailable or ownership cannot be determined from the signature card, we will use other evidence available in our records, as we determine, to identify ownership.
a. Joint Ownership
   i. General
      (1) When you open an account with at least one or more individuals, you open a joint Account and we may allow any joint owner to:
         • Make a deposit to your Account.
         • Pledge your entire Account or any portion of it to secure any of the obligations of any joint owner.
         • Withdraw from or conduct business on your Account.
         • Transfer ownership of your Account.
         • Authorize someone else to conduct business on your Account.
         • Close your Account.
      (2) We do not have to consider the source of money in your Account when we allow any joint owner to do any of these things.
      (3) You agree that any withdrawal by any joint owner is presumed to be for the benefit of each joint owner and that, when permitted by law or by the terms of the item, each joint owner may endorse the other’s checks or other items for deposit.
      (4) If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act, and/or require that all joint owners agree in writing to any transactions concerning the Account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship or similar proceeding, we may require all remaining joint owners and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.
   ii. With Survivorship Rights
      If your Account is in two or more names, each of you agrees that it is a joint Account with right of survivorship. If one of you dies, the balance in the Account may be paid to the survivor. If there is more than one survivor, the balance may be paid to any of them and the survivors will still have rights of survivorship. We may make any payments referred to in this paragraph regardless of the source of the funds in your Account.
   iii. Impact to Joint Owners
      Any money deposited in a joint Account by any joint owner is subject to being garnished or taken by the creditors of any joint owner, and is subject to our right of set-off, regardless of who received the money, or how it was received, prior to being deposited to your Account.

b. Formal Trust Accounts
   A formal trust Account is an Account held by one or more trustees for the benefit of one or more beneficiaries under a written trust Agreement. You may be required to provide a copy of the trust Agreement or other document (such as a certification of trust) so that we can ensure appropriate authority of trustees. We act only as a custodian of the trust funds on deposit in your Account and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s).

c. Informal Trust Accounts
   An informal trust Account (also known as an “in trust for” or “Totten Trust”) is an Account owned by a trustee but without a written trust Agreement. The beneficiaries of an informal trust Account have no right to any funds in the Account while the trustee is alive. If the trustee dies, we will transfer the Account to the beneficiaries designated on the signature card or identified in our records.

d. Accounts Payable on Death
   i. General
      If your Account is “payable on death” (“POD”) to one or more beneficiaries, the beneficiaries have no rights to your Account as long as you are alive. If you want to change beneficiaries in the POD Agreement, all Account owners must sign a specific form that we will provide to you.
   ii. Special Notice for Indiana Payable on Death Accounts
      If you are an Indiana resident or are opening your account in Indiana, and you make a payable on death beneficiary designation, there is some information you need to know about that designation.
Special rules apply if you designate a beneficiary who is a lineal descendant of yours (in other words, a child, grandchild, or great-grandchild). If you designate a beneficiary who is a lineal descendant and that beneficiary does not survive you, that beneficiary’s share of your account will pass to his or her lineal descendants in order.

(1) For example: if your daughter is one of your beneficiaries and she does not survive you, then her share of your account will pass first to her children who survive you, and if none, then to her grandchildren who survive you. If she has no lineal descendants who survive you, then her share will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then her share will pass to your estate.

(2) You have the right to void the above application of the law by putting the phrase “No LDPS” next to the beneficiary’s name on the designation form. If you put the “No LDPS” designation next to a beneficiary’s name and that beneficiary does not survive you, then his or her share of your account will pass to the remaining original beneficiary(ies) you designated. If there is no surviving original beneficiary, then his or her share will pass to your estate.

(3) The “No LDPS” only applies to a beneficiary who is your lineal descendants. This means if you designate a spouse, friend, or nephew, for example, and he or she does not survive you, that beneficiary’s share of your account will pass to the remaining original beneficiary(ies), regardless of any “No LDPS” designation. If there is no such surviving original beneficiary, then his or her share will pass to your estate.

e. Accounts for Minors
   i. Uniform Transfers/Gifts to Minors Act Accounts
      We may allow you to open an account as a custodian for a minor under a state’s Uniform Transfer/Gifts to Minors Act. The account funds are for the exclusive right and benefit of the minor, and as a custodian, you can’t take any action inconsistent with the minor’s rights, for example, as the custodian, you cannot pledge the account as collateral for any loan to you. These types of accounts may not be used for overdraft protection, and we may remove any linkage for overdraft protection without notice to you.

   ii. Joint Minor Accounts
      An account opened in the name of a minor jointly with an adult is treated as a joint account except that the adult is responsible for all transactions and other activity on the account. Any transaction or activity conducted by the minor after becoming an adult is an acceptance of all transactions and activity conducted during the time before the minor became an adult.

f. Power of Attorney
   If you appoint an agent to conduct business for your account, you must do so on a form acceptable to us. We may refuse to honor any power of attorney presented to us, refuse to recognize a successor agent at any time, whether or not the successor agent is specifically identified in the power of attorney and/or refuse to follow the instructions of an agent, subject to applicable law. The person you appoint as agent will be subject to all of the provisions of the Account Documents. If you have a joint account, we may require each of you to consent to the appointment. Any person appointed as an agent, whether or not designated as an authorized signer on the signature card, is not an account owner. We may rely on a power of attorney until we receive written notice from you that it has been revoked. We do not have a duty to inquire or investigate the acts of your agents.

g. Verification of Authorization
   We may require documents and authorizations that we deem necessary (i) to verify that the person(s) opening, owning, transacting, or taking other actions on the account, has the authority to do so and (ii) to establish the identity of any such person(s).

   If, for any reason, you are unable to provide the information necessary to verify your identity, certain transactions may be restricted or your account(s) may be suspended or closed.
h. Indemnity for Formal Trust and Minor Accounts
   Adult accountholders of minor accounts, the trustee(s), and/or any person opening a formal trust account, in their individual capacity and jointly and severally, agree to indemnify us and hold us harmless from and against any and all loss, costs, damage or liability (including but not limited to reasonable attorneys’ fees) we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) or minor to perform transactions or in handling or dealing with your Account.

i. No Special Access or Other Requests
   We are not required to act on or comply with any instructions from you that request multiple signatures for transactions on your Account (referred to as “special requirements”). We may allow any of the persons designated on the signature card or our other records, to transact on your Account.

j. Transferring Ownership
   Your Account cannot be transferred or assigned without our consent. We must approve any pledge of your Account (for example, transferring your Account to a lender to secure a loan) and any pledge remains subject to any rights we have under the terms of the Account Documents and applicable law. We may also require the Account to be closed and a new Account to be opened in the name of the transferee or pledge.

13. DORMANT ACCOUNTS AND UNCLAIMED FUNDS
   If there is no customer-initiated activity in your Account for a substantial period of time as defined by state law or us, we will treat your Account as being dormant. Customer-initiated activity includes deposits or withdrawals related to your Account. If your Account becomes dormant, you agree that, unless prohibited by applicable law, we may charge dormant Account fees on your Account in addition to other charges. We may also stop sending you periodic statements or other information on your Account. If your Account becomes inactive for the period of time defined by applicable state law, we may be required to transfer the money in your Account to the state. If your Account becomes dormant, certain transactions may be restricted.

14. IF YOU OWE US MONEY
   If you owe a debt to us (including any overdrafts or fees owed) whether jointly with another or individually, you agree that we may use the money in any of your Accounts to pay the debt, regardless of the source of the funds (unless prohibited by applicable law). This is our right of set-off. We will not be responsible for any check, item, or transaction that is returned because we set-off a debt against your Account. You agree to indemnify us and hold us harmless from any claim (including reasonable attorneys’ fees) arising as a result of our exercise of our right of set-off. If we charge off your Account, it may be reported to the consumer reporting agencies.

   To the extent permitted by law, you agree that our right of set-off applies to all funds deposited into your Account. If you owe us money, we may take different collection actions based on a variety of factors, including how much money you owe us.
15. TELEPHONE AND ELECTRONIC COMMUNICATIONS

In order for us to service or protect your Account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may:

a. Make telephone calls, leave messages, and/or send e-mail or text messages to you at any telephone number(s) or e-mail addresses you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you. Your communication service provider will deliver them to you as your agent.

b. Use any technology available to make telephone calls and/or send text messages to you, including but not limited to prerecorded/artificial voice messages and/or an automatic telephone dialing system.

c. Send e-mails or any other electronic communication to you at any e-mail address you give to us or that we otherwise have for you or your Account.

d. Monitor and record any telephone call or other communication between you and us.

e. Additionally, if you use other services that include electronic communications from us such as our Alerts Service, Text Banking or Mobile Banking, you understand and agree that:

i. You are responsible if we incur an expense or loss because you gave us a phone number, e-mail address, or other delivery location that is not your own.

ii. E-mail and text messages may not be encrypted and may include personal or confidential information. We will not be responsible for losses or damages arising from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in e-mail or text messages.

iii. Telephone calls, e-mail and other text messages may be delayed because of your Internet service provider(s), phone carriers, or other parties.

iv. Certain services that include telephone, e-mail or text messaging may only be available to a customer with eligible accounts and/or mobile devices.

v. Telephone calls, e-mail and text messaging are provided for your convenience and do not replace your monthly Account statement(s), which are the official record of your Accounts.

vi. You are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider or others. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. You can cancel certain Alerts by sending STOP to 446622 at any time. In response to your STOP message, you agree and consent that we or a third party acting on our behalf may send you a text message confirming that you have elected to cancel certain Alerts. For help or information on Alerts, send HELP to 446622. For additional assistance with Alerts, contact us at (800)-480-2265.

vii. Huntington Confirm It fraud alerts. You will receive free messages from short code number 49847. Message frequency varies and depends on card use. Mobile carriers are not liable for delayed or undelivered messages. For more information, call (800) 480-2265. Please note: You can opt out of Confirm It texts and/or automated phone calls at any time. Opting out applies specifically to your debit card number. Other cards associated with your Account will not be affected. If you are reissued a card with a new number, you will need to opt out again. To opt out of receiving Confirm It texts, text STOP to 49847. By texting STOP to 49847, you agree to one additional confirmation message stating you have opted out and will no longer receive messages from Huntington Confirm It. For help, text HELP to 49847. To opt out of automated phone call fraud alerts, call (800) 480-2265.

16. NOTICES

Except as otherwise provided in the Account Documents, notices we give you are effective when deposited in the U.S. mail addressed to the last address that we have for you, when made available to you through our online banking service, or when sent to the last known e-mail address that we have for you. If you have a joint Account, notice to one of you is effective for all joint Account holders.

17. CLOSING YOUR ACCOUNT

We may close your Account at any time, for any reason, with or without notice to you. We will return the balance in your Account, less any fees or service charges, claims, set-offs or other amounts you owe us. After your Account is closed, we have no obligation to accept deposits, pay any outstanding checks or honor any other withdrawal or transfers. You agree that we shall be relieved of any and all responsibility for refusing to honor any check or other item on a closed Account. Your obligations in the Account Documents to indemnify us survive the closing of your Account.
18. OTHER LEGAL TERMS

a. Adverse Claims
If anyone notifies us of a dispute regarding your Account, we may place a hold on your Account and we will not be responsible for refusing to honor or for failing to process any transaction. We have no obligation to determine the validity of any claim before placing or keeping the hold on your Account.

b. Illegal Transactions
You agree that you will not use your Account in any way that violates applicable law or for internet gambling and we will not be responsible for anything related to those violations or transactions if you do. We may also choose to deny any transaction if we believe there is a reason to do so, for example we believe the transaction is for internet gambling.

If we suspect any suspicious, unlawful, or illegal activities connected to your Account, we may restrict access to it, and in that case, we usually will not notify you of the activity in question.

c. Fraud
If we suspect fraud on your Account or have reason to believe we may not be able to collect the money associated with a deposit, we may place a hold on your Account and refuse to accept deposits to the extent not prohibited by law. We will not be responsible for the return of any check, item or transaction resulting from the hold.

d. Language Preferences
Account Documents are provided in English and the English versions govern our products and services. As a convenience only, we may make available some documents, Agreements, disclosures, etc. in languages other than English; however, this is simply a courtesy to you and if there is a discrepancy between an English and non-English document, the English version will apply.

e. Subaccounts
For regulatory reporting and accounting reasons, your checking account consists of two subaccounts: subaccount A and subaccount B. This internal accounting process does not affect either the appearance or the operation of your checking account in any way. All of the provisions of your Account Documents apply to both subaccounts.

Subaccount A is a checking account, and subaccount B is a savings deposit account. Periodically we review the activity in your Account to determine the amount that is NOT needed to pay checks or other debits (the "Reserved Balance"). We keep the Reserved Balance amount in subaccount B, and the amount in excess of the Reserved Balance is kept in subaccount A. We may adjust the balances between subaccount A and B by internal transfer, as we deem necessary or appropriate. We will not allow more than six transfers per monthly statement period from subaccount B to subaccount A, and if a sixth transfer is made in a monthly statement period, all funds in subaccount B will be transferred to subaccount A for the remainder of the monthly statement period.

f. Contact Information
You are responsible for keeping any contact information you have provided us up to date, such as your address. If you give us an e-mail address or telephone number, you are responsible for keeping it functioning properly, or advising us if it does not work or if it has changed.

g. No Waiver
If we fail to exercise any of our rights within the Account Documents, such failure will not waive any of our rights.

h. Limitations on Actions
You must file a lawsuit or arbitration proceeding against us related to your Account no later than one year after the conduct giving rise to the alleged claim occurs, otherwise you agree any lawsuit or arbitration proceeding filed after that time should be dismissed, to the extent permitted by law.

i. Collections
We may pursue collection of any negative balance on your Account in court or otherwise, or transfer that right to others. If we take legal action to collect any overdraft balance or other amounts you owe us in connection with your Account, you agree to pay our reasonable attorneys’ fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.
j. Change in Terms
We may change the terms of the Account Documents at any time. Unless the law requires us to send you a specific notice, we will decide what kind of notice we will give you and the method of providing the notice.

k. Document Retention
You agree that any documents we provide in connection with your Account, including but not limited to the Account documents, statements, notices and any other documents may be provided to you electronically and you consent to receive any such documents in electronic form.

You agree that we may, in the ordinary course of business, destroy the original and/or copies of the signature card or any other Account Documents in connection with your Account after we make a record, copy, photograph, image or representation of it by electronic or other means. You agree that such destruction does not alter the intent of the parties to continue to be bound by the signature card and other Account Documents. You also agree that the electronic or other record we maintain shall be treated the same as any original document. You agree not to take any action or otherwise challenge or question the validity, enforceability or accuracy of the signature card or any Account Documents merely because any of such documents was provided in electronic form or because the original was destroyed in connection with our document retention practices.

l. Governing Law
The Account Documents, your Account, and the services we provide in connection with your Account are governed by federal laws and U.S. regulations, and to the extent federal laws and regulations are not applicable (and only to that extent), the law of the state where your Account is located governs. Your Account is located in the branch where you opened your Account, and if you do not open your Account in a branch, your Account is located in Columbus, Ohio. We may change the location of your Account at any time. If any fees or charges are deemed to be “interest” under federal law, the law of the state of Ohio shall be applicable in determining the amount of interest permitted under federal law. To the extent there is any inconsistency between the terms of the Account Documents and any applicable law, the Account Documents will control to the extent permitted by law. If any of the provisions of the Account Documents cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

19. FDIC PROVISIONS
a. Special Provisions for Accounts that qualify for Pass-Through Insurance

If you have opened a deposit account on behalf of others, sometimes referred to as the beneficial owner(s) of the funds in the account (for example you are acting as an agent, nominee, guardian, executor, custodian or funds held in some other capacity), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). Your account has transactional features as defined in § 370.2(j) of the FDIC’s Rules and Regulations at https://www.fdic.gov/regulations/laws/rules/2000-9200.html#fdic2000part370.2 . Accordingly, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC’s requirements as specified below.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event we fail. In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC’s alternative recordkeeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC to demonstrate eligibility for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you should keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon our failure. You must be able to provide this information within 24 hours after the appointment of the FDIC as receiver in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. That information can be accessed on the FDIC’s website at https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made, and if you would like to do so, please contact us.
You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of our failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of that event. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section.

b. NOTICE FOR CHECKING RESERVE OR OTHER LOAN ACCOUNTS

The Federal Deposit Insurance Corporation ("FDIC") requires all banks to provide information to their customers regarding sweep features linked to deposit accounts if a bank fails and is taken over by the FDIC. If you have Checking Reserve or another loan with us, funds in your checking account are or may be swept out of your checking account in order to pay the balance of Checking Reserve or another loan with us. Funds in your checking account, prior to being swept out of your checking account, are insured up to the applicable FDIC insurance limits, which is limited to $250,000 combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC’s aggregation rules. If the FDIC takes over the bank, funds swept from your checking account to Checking Reserve or another loan with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for Checking Reserve or other loan with us by the amount of the swept funds.
III. Arbitration

This Arbitration Provision contains important information about your deposit accounts with us. It provides that either you or we can start a binding arbitration proceeding to resolve any claims (as defined below). Arbitration replaces the right to go to court, including the right to participate in a class action or similar proceeding. In arbitration, the claim is submitted to a neutral party, an arbitrator, instead of a judge or jury. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is final and binding. If you reject arbitration as provided below, or the dispute is not arbitrated, this Arbitration Provision also contains a jury trial waiver which eliminates your right to a trial by jury in court.

This Arbitration Provision describes when and how a Claim (as defined below) with respect to a deposit account may be arbitrated. The term “deposit account” means any deposit account or safe deposit box at The Huntington National Bank. The terms “you” and “your” mean each deposit account owner and any other person having any legal or beneficial interest in any deposit account or any authority to access any deposit account or deposit account information or conduct transactions with respect to any deposit account. The terms “we,” “us” and “our” mean (i) The Huntington National Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors and (ii) any third party providing any services in connection with a deposit account if such third party is named as a party by you in any lawsuit between you and us. By opening a deposit account with us or accepting or using any deposit account services, you agree to all of the terms of this Arbitration Provision.

Your Right to Reject: If you don’t want arbitration to apply with respect to a particular deposit account, you may reject it by sending us a written Arbitration Rejection Notice (“Notice”) which (a) states that you want to reject arbitration; (b) states your name and address; (c) provides the account number(s) for the deposit account(s) for which you are rejecting arbitration; and (d) you sign. For accounts with joint ownership, either of you may send a Notice. The Notice must be sent by certified mail, return receipt requested, to The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O Box 1558, Columbus, Ohio 43272. Upon receipt of the Notice, we will credit one of your deposit accounts for the standard cost of mailing a certified letter. These are the only procedures you can use to reject arbitration. An Arbitration Rejection Notice is only effective (i) for the deposit account(s) identified in the Notice and (ii) if we receive the Notice within thirty (30) calendar days after the date we first provide you with this Arbitration Provision for the deposit account(s) that are the subject of the Notice. Your rejection of arbitration will not affect your ability to obtain any account, product or service from us. Rejection of arbitration applies only to the deposit account(s) identified in the Notice. Rejection of arbitration does not affect the jury trial waiver contained in this Arbitration Provision, and the jury trial waiver will still apply if you reject arbitration.

1. WHAT CLAIMS ARE COVERED

Except as otherwise limited by this Arbitration Provision, “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to a deposit account. It includes any claim, dispute or controversy concerning any fees or charges relating to any deposit account and any services relating to any deposit account, including but not limited to safe deposit box services, wire transfer services, treasury management services, on-line or telephone banking services, text or mobile banking services, automated teller machine services and debit card services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, trustee, guardian or any other representative or agent. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

2. WHAT CLAIMS ARE NOT COVERED

A “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including, without limitation, the Class Action and Consolidation Waiver (see below) and/or this sentence; all such disputes are for a court and not an arbitrator to decide. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state’s equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Furthermore, nothing in this Arbitration Provision limits or constrains any (i) right to self-help remedies, such as the right of set-off or the right to restrain funds in a deposit account, (ii) individual judicial action by a party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind, (iii) right or obligation to interplead funds in the event of a dispute, (iv) right to exercise any security interest or lien in property, (v) obligation to comply with legal process, or (vi) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.
3. **HOW ARBITRATION IS STARTED**

Either you or we may start the arbitration of any Claim. Arbitration is started by giving written notice to the other party of the intent to start the arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address:

The Huntington National Bank  
Deposit Account Arbitration  
Attention: Customer Service  
P.O. Box 1558  
Columbus, Ohio 43272

If we start the arbitration, we will notify you in writing at your last known address we have on file. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

4. **CHOOSING THE ADMINISTRATOR**

The party starting the arbitration proceeding must choose either the American Arbitration Association, [www adr.org](http://www.adr.org), 800-778-7879 or JAMS, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267 as the administrator. However, if you are the party starting the arbitration proceeding, you may, subject to our agreement, choose a different arbitration agency or arbitrator that qualifies with the requirements of this Arbitration Provision to act as administrator. In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration agency or arbitrator that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If, for any reason, the chosen arbitration agency or arbitrator is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases to qualify as an administrator under the terms of this Arbitration Provision, the parties shall, within 20 days after learning of such inability, unwillingness, cessation or disqualification, agree on another arbitration agency or arbitrator that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an arbitrator or arbitration agency; provided, however, that such arbitrator or arbitration agency must conduct the arbitration in accordance with this Arbitration Provision.

5. **COURT AND JURY TRIALS PROHIBITED AND OTHER LIMITATIONS ON LEGAL RIGHTS**

If arbitration is started with respect to a Claim, or if a court compels a Claim to be arbitrated under this Arbitration Provision, all of the following apply:

a. There will be no right to try that Claim in court.

b. There will be no jury trial on that Claim.

c. There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.

d. We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the “Class Action and Consolidation Waiver”). This means that neither we nor you can be a representative or member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration. In addition, this means that claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other depositor or person connected with a different deposit account (unless such persons are joint accountholders or beneficiaries on your deposit account and/or other deposit accounts held by you).

e. Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator’s decision will be final and binding.

f. Other rights that you or we would have in court may also not be available in arbitration.
6. **EFFECT OF CLASS ACTION AND CONSOLIDATION WAIVER**

If the Class Action and Consolidation Waiver is invalidated or not enforced in a court proceeding, then this entire Arbitration Provision (except for this sentence and the Jury Trial Waiver) shall be null and void. Nothing in this paragraph shall affect the right of any party to appeal any invalidation or non-enforcement of the Class Action and Consolidation Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. The Class Action and Consolidation waiver does not apply to any lawsuit or administrative proceeding filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of consumers including you. This means that we will not have the right to compel arbitration of any claim brought in court by such an agency.

7. **LOCATION OF ARBITRATION**

Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

8. **COST OF ARBITRATION**

Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. At your written request, we will pay all filing, hearing and/or other fees charged to you by the administrator or arbitrator in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim in court, you will not be required to pay that amount again. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator or arbitrator. We will pay any fees or expenses that we are required to pay by law or the administrator’s rules or that we are required to pay for this Arbitration Provision to be enforced. Notwithstanding any provision in the deposit agreement or any other applicable agreement or any right we may have under applicable law, (i) we will pay your reasonable attorneys’, experts’ and witnesses’ fees with respect to any Claim in the arbitration on which you prevail, whether you or we start the arbitration, or as required by applicable law, but otherwise those fees will be your obligation, and (ii) we will not ask you to pay or reimburse us for any of our attorneys’, experts’ and witnesses’ fees in connection with the arbitration, regardless of which party prevails in the arbitration.

9. **GOVERNING LAW**

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Federal Arbitration Act, this Arbitration Provision is governed by other federal laws of the United States of America. To the extent federal law does not apply, the law of the state governing your deposit account applies. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

10. **RIGHT TO DISCOVERY**

In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

11. **ARBITRATION RESULT AND RIGHT OF APPEAL**

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds $100,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to “the arbitrator” shall mean the panel of arbitrators if an appeal of the arbitrator’s decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.
12. NOTICE AND CURE; SPECIAL PAYMENT

Prior to initiating a Claim, you may send us a written Dispute Claim Notice. In order for a Dispute Claim Notice to be valid and effective, it must: (a) state your name, address and the account number for the deposit account(s) with us that is (are) the subject of your claim; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the “Notice and Cure” paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at The Huntington National Bank, Deposit Account Arbitration, Attention: Customer Service, P.O Box 1558, Columbus, Ohio 43272. This is the sole and only method by which you can submit a Dispute Claim Notice. Upon receipt of a Dispute Claim Notice, we will credit one of your deposit accounts for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Dispute Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of $7,500 (not including any arbitration fees and attorneys’ fees and costs to which you will also be entitled as provided by this Arbitration Provision). We encourage you to address all Claims you have in a single Deposit Dispute Claim Notice and/or a single arbitration. Accordingly, this $7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of $7,500 are not contemplated.

13. RULES OF INTERPRETATION

This Arbitration Provision shall survive (i) the termination or closing of the deposit account or related services, (ii) any changes to the deposit account or related services, (iii) any legal proceeding, (iv) any use of the right of set-off or any other self-help remedy or other remedy or action, (v) any transfer or assignment of the deposit account, and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). Subject to paragraph 6, if any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules, this Arbitration Provision shall govern.

14. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A DISPUTE IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON OR ARISING OUT OF ANY CLAIM, DISPUTE OR CONTROVERSY RELATING TO ANY OF YOUR DEPOSIT ACCOUNTS OR OTHER SERVICES COVERED BY THIS ARBITRATION PROVISION.
IV. Electronic Funds Transfer Services

This section includes the terms and conditions that apply to the electronic banking services or transactions we offer which include electronic transfers using your debit or ATM card, telephone transfers, and electronic payments or electronic deposits to your Account, by us or a third party.

BUSINESS DAYS: every day except Saturdays, Sundays and federal holidays.

1. ATM AND DEBIT CARDS

When you open your Account, we may issue you an ATM or Debit card (both referred to as a “Card”) at your request. ATM Cards are available for savings, checking and money market accounts. Debit cards are issued primarily for checking accounts. Any temporary card you receive is an ATM Card. If we issue you a Card, we will also issue you a Personal Identification Number (PIN) so that you can perform certain transactions that require a PIN. You will not write your PIN on your Card, share it with anyone and agree to protect your Card and PIN like you would protect your cash, checks or credit cards.

a. How You Can Use Your Card

i. You Can Use Your Card with your PIN at ATMs to:
   (1) Transfer funds
   (2) Withdraw cash
   (3) Make deposits (at Huntington-branded ATMs)
   (4) Conduct a balance inquiry
   (5) Obtain a mini-statement
   (6) Make a payment on a qualifying Huntington product

ii. You Can Use Your Card at Participating Merchants to:
   (1) Purchase goods or services
   (2) Withdraw cash from your Account in connection with the purchase of goods or services if the merchant allows, but you must use your PIN for these transactions

iii. You Can Use Your Debit Card at Participating Financial Institutions to:
   (1) Withdraw cash from your Account through a teller but you cannot use a PIN for these transactions

iv. The Following Limitations Apply to Your Card:
   (1) Your ATM Card cannot be used at:
      • participating merchants (unless you use your PIN) or;
      • to withdraw cash through a teller at other financial institutions
   (2) Your Debit Card cannot be used without a PIN at any merchant who does not accept MasterCard.

b. International Card Transactions

i. If you use your card or card number for an international transaction and the transaction is in a currency other than U.S. Dollars, we will post the transaction to your Account in U.S. Dollars based on the applicable currency exchange rate on the day we settle the transaction. The day we settle the transaction may be a different day than the day you used your card or card number. Also, networks through which an international transaction occurs may charge fees that are added to the transaction amount. As a result, the amount posted to your Account may be a different amount than the original amount of the transaction.

ii. There may be restrictions that prevent you from being able to use your card or card number for certain international transactions or for transactions involving certain countries.

iii. We also charge an international transaction fee equal to 3% of the amount posted to your Account for any international transaction. The transaction is an international transaction if it’s in a currency other than U.S. Dollars or if the network that presents the transaction to us processes it outside of the United States or its territories, or facilities (such as a U.S. military base, U.S. embassy or U.S. consulate).
2. **ELECTRONIC TRANSFERS**
   You can send electronic payments or receive electronic deposits to or from your Account, if we permit it and if processed through the processing networks that we use.

   If we receive notice that an electronic deposit was sent by mistake, or was intended for another customer or account, we may deduct the amount of that deposit from your Account.

3. **ONLINE AND MOBILE BANKING**
   You may use our Huntington Mobile app or online services to obtain your Account information, transfer funds between your qualifying Huntington accounts or make a payment to a qualifying Huntington product.

4. **TELEPHONE BANKING**
   You may use our automated telephone services or speak to a telephone representative to obtain your Account information, transfer funds between your qualifying Huntington accounts or make a payment to a qualifying Huntington loan or credit card.

5. **ELECTRONIC CHECK CONVERSION**
   You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to:
   
   a. Pay for purchases.
   
   b. Pay bills.

6. **TRANSACTION LIMITS**
   a. You must have enough available money in your Account to complete transactions permitted by the Account Documents.

   b. For security reasons we have established limits on the dollar amount and frequency of Card transactions.

   c. You can obtain up to a total of $400 each day per Card for cash withdrawals at ATMs or cash withdrawals or purchases using a PIN-based Debit Card transaction. Higher limits may be available upon request and approval.

   d. Transfers (including withdrawals) from your savings or money market accounts are limited by federal law. You will not make more than six (6) transfers during a calendar month for savings accounts or a statement period for money market accounts. This includes preauthorized or automatic transfers and transfers made by telephone, check, debit cards or similar order payable to third parties (but does not include transfers made through a teller or ATM). If you exceed these limits, we may refuse to permit the additional transfers, terminate your preauthorized, automatic, or third party transfer and payment privileges, close your Account or convert your Account to one that doesn't limit withdrawals.

7. **ERRORS, QUESTIONS AND REPORTING UNAUTHORIZED TRANSFERS**
   a. Contacting Us About Errors and Questions
      i. Reporting: How, When, Where and What:
         (1) Call us or write to us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction. You may call our toll-free number, (800) 480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.
         (2) We must hear from you no later than 60 days after we sent (or made available) the FIRST statement on which the problem or error appeared. Please provide the following information:
            - Your name and account number (if any).
            - A description of 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.
            - The dollar amount and the date of the suspected error.
         **NOTE:** If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within ten (10) business days.
Electronic Funds Transfer Services

ii. Our Investigation:

(1) **Timing:** We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly.

(2) **Provisional (i.e. Temporary) Credits:** If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have 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 ten (10) business days, we are not required to provisionally credit your Account.

(3) **New Accounts:** For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. For purposes of this section, your Account would be a new Account if the error occurs within 30 days after the first deposit to the Account was made.

(4) **Point-of-Sale Debit Card and International Transactions:** For errors involving point-of-sale debit card and international transactions, we may take up to 90 days to investigate your complaint or question.

(5) **Notice of Results:** We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation and you may ask for copies of the documents that we used in our investigation.

b. Contacting Us About Unauthorized Electronic Transfers

i. **Checking/Savings/Money Market:** If you believe that an unauthorized electronic banking transaction has been made from any of your Accounts, call us at (800)-480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.

ii. You must notify us immediately if you believe your Account number, Card, PIN, access number, or other secret code has been lost or stolen or used without your authorization. Call us at (800)-480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216. You may also notify us immediately of lost or stolen card by logging into your online account at huntington.com or through the Huntington Mobile app.

8. **STATEMENTS AND RECEIPTS**

a. **Statements**

We will provide monthly statements if you have electronic banking transactions during the statement period. However, if your Account has a zero or positive balance and there is no activity (deposits, withdrawals, or transfers) on your Account, we may only provide a statement three months from the month in which activity last occurred on your Account. If we classify your Account as inactive, we may stop sending statements. You agree to notify us promptly if you change your address.

b. **Receipts**

We will give you a receipt, or the option to get a receipt, for certain electronic banking transactions. These include deposits, withdrawals, transfers or payments that are performed at an ATM, or participating merchant. Participating merchants may also provide you with a receipt for electronic banking transactions you authorize with them.
9. FEES
Our fees for the transactions covered by this section are described in the Account Documents, in the Personal Account Charges Form for the type(s) of account(s) you have, or in a separate schedule (which we will provide to you).

10. STOPPING CERTAIN ELECTRONIC PAYMENTS
a. If you have arranged to make preauthorized recurring electronic payments from any of your Accounts, you can stop any of these Payments by calling us at (800) 480-2265, or writing to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.

b. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you a stop-payment fee for each stop-payment order you give.

c. If you order us to stop any of these payments three (3) business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages. A stop payment request will only stop a particular payment. You must tell us if you want all scheduled future payments cancelled. You should also contact the person or company with whom you arranged for the preauthorized recurring electronic payment service.

11. VERIFYING CERTAIN ELECTRONIC DEPOSITS
If you have arranged to have preauthorized recurring electronic deposits made to any of your Accounts at least once every 60 days from the same person or company, you may review your online account information through huntington.com or the Huntington Mobile app, or call toll free (800) 480-2265 to find out whether or not the deposit has been made. When you call, we will ask for reasonable identification. All deposits and payments are subject to certain verification procedures.

12. NOTICE OF VARYING AMOUNTS
If you have arranged for preauthorized recurring electronic payments that may vary in amount to be made from any of your Accounts, the person or company you are going to pay will tell you, at least 10 days before each payment is scheduled to be made, 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.

13. AUTHORIZATION GIVEN TO OTHERS
We don’t recommend you share your Card, PIN, secret code or other access device with anyone. Anyone to whom you have given your Card, PIN, secret code or other access device can perform electronic banking transactions to or from your Accounts even if that person exceeds your authority. You are liable for all transactions that you make or authorize. This is true even if the person you authorize exceeds your authority. If you have given (or authorized us to give) another person your Card, secret code, access device, or PIN and you want to terminate that other person’s authority, you must notify us that transactions by that person are no longer authorized. We must have a reasonable time to act on your notice after we receive it. To notify us, call us toll free at (800) 480-2265, or write to The Huntington National Bank, GW4W61 P.O. Box 1558, Columbus, Ohio 43216.

14. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS
a. Tell us AT ONCE if you believe your Card, PIN, access code or other secret code has been lost or stolen or used without your authority or if you believe that an unauthorized electronic banking transaction has been made from your Account. See the “Errors, Questions and Reporting Unauthorized Transfers” section above for how to contact us. Calling us is the best way to reduce your potential losses. You could lose all the money in any Account(s) that can be accessed with your card or PIN, plus all the money in any other Account that is linked for overdraft protection or the maximum overdraft line of credit that you may have on any Account(s).

b. If you tell us within two (2) business days, you can lose no more than $50 if someone used your Card, access code, and/or PIN without your permission.

c. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, access code and/or PIN, and we can prove we could have stopped someone from taking the money without your permission if you had told us, you could lose as much as $500.
d. Check your statement: If your statement shows electronic transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available 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 taking the money if you had told us in time.

e. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

f. There is a special liability rule for Debit Card merchant transactions. If someone uses your card and/or PIN without your authority for a Debit Card merchant transaction, you will have no liability for that transaction unless we determine that you were grossly negligent in the handling of your Account, in which case the liability rules described above in this section will apply.

15. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS
If we do not complete an electronic banking transaction from your Account (that is covered by this Electronic Banking Services section) on time or in the correct amount, we will be liable for your losses or damages unless an exception applies such as:

a. Due to no fault of ours, you do not have enough money or credit in your Account to make the transaction, or if the account has been closed or is not in good standing.

b. The transaction would go over the credit limit of any overdraft line or credit card account you may have with us.

c. The equipment or system is temporarily out of service, closed for maintenance or is not working properly, and you knew about this when you started the transaction.

d. A merchant or other third party refused to honor your card.

e. The money in the Account you are accessing is subject to legal process or other claim restricting the transaction.

f. You have not properly followed our instructions or if you provide us with wrong or inaccurate information.

g. Circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions we have taken.

16. DISCLOSURE TO OTHERS
Information about your Accounts may be disclosed as follows:

a. To investigate or control fraud, security or similar risks.

b. To investigate disputes or inquiries you initiate.

c. To consumer reporting agencies.

d. In connection with audits or any sale or transfer of your Accounts or a Huntington company or division.

e. To help complete a transaction you initiate, including information requested to verify the existence or condition of an Account.

f. When disclosure is required by law or to protect or enforce our rights.

g. To comply with government agency examination or investigation.

h. To companies that perform services for us in connection with your Accounts, such as data processing and software companies and collection agencies.

i. With your consent.

j. As allowed by our Privacy Notice.

17. TERMINATING ELECTRONIC FUNDS TRANSFER SERVICES
a. We can terminate some or all of the services we provide under these terms and conditions at any time.

   NOTE: Temporary ATM Cards automatically terminate 21 days after issued.

b. You can terminate any Electronic Funds Transfer Services by calling us and requesting us to revoke your access.
18. REAL TIME PAYMENTS (RTP®s)

The following additional terms apply to any RTPs we receive for credit to your Account through the RTP Network. RTPs can occur 24/7 and are subject to the limits and other constraints provided by the RTP Operating Rules. RTP Operating Rules (which can be found at https://www.theclearinghouse.org/payment-systems/rtpt/document-library), the laws of the State of New York (including Article 4-A of the New York Uniform Commercial Code) and the Huntington Consumer Deposit Account Agreement govern RTP transactions at Huntington. If there is a conflict between the RTP Operating Rules, Article 4-A of the New York Uniform Commercial Code, and/or the Huntington Consumer Deposit Account Agreement, the RTP Operating Rules shall govern. By not returning RTP payments received for credit into your Account, you are agreeing that the RTP Operating Rules apply to and are binding upon you. The terms “Sender”, “Receiver”, “Sending Participant” and “Receiving Participant” as used herein are defined in the RTP Operating Rules.

a. RTP payments into your Account are settled within seconds of transmission by the Sender, unless the payment fails or is delayed due to a review by the Receiving or Sending Participant. A review indicating fraud, regulatory or compliance issues, and/or transaction limits may result in a payment’s failure or delay.

b. RTP transactions are irrevocable and cannot be reversed by the Sender. If you want to reject an RTP Payment, please contact us at our toll-free number (800) 480-2265. While we may attempt to assist in the rejection of an RTP payment, we will have no liability for our failure to do so.

c. A Sender may request that you return funds sent through the RTP Network. If we receive such a request, we may attempt to contact you, but we will have no liability for failure to do so, or for failure to resolve any dispute. Any dispute between you and a Sender must be resolved directly between you and the Sender.

d. All Sender and Receiver accounts used for RTP must be located within the United States. If you receive a payment on behalf of someone else, the person on whose behalf you are acting on must be a resident or otherwise domiciled in the United States. We are under no obligation to honor, in whole or in part, any RTP transaction that could result in a violation of applicable law, as determined in our sole discretion.

RTP® is a registered service mark of The Clearing House Payments Company L.L.C.
V. Funds Availability Policy

Our Funds Availability Policy helps you determine when funds you deposit into your Huntington consumer checking account(s) will be available to you. Our policy is to make funds from your deposits available to you according to the type of deposit you make and the amount of time you have had a deposit account with us. Follow the steps below to determine the availability of your deposit. Unless otherwise indicated, this Funds Availability Policy does not apply to savings accounts, money market accounts, certificates of deposit or IRAs.

Please note that even though a deposit made during a business day may not be available that same day under this Funds Availability Policy, we may use the full amount of the deposit to authorize transactions or to pay other items presented for payment from your Account.

**STEP ONE:** Determine the day your deposit is received.

**STEP TWO:** Determine when funds are generally available.

**STEP THREE:** Review the “Longer Delays May Apply” section below which provides information about when other delays may impact when funds from check deposits become available.

1. **STEP ONE: DETERMINING THE DAY YOUR DEPOSIT IS RECEIVED**

   When determining the day your deposit is received, every day is a business day, except Saturdays, Sundays and federal holidays.

   a. Deposits Made With Our Branch Tellers or Huntington ATMs:
      i. Cash deposits are considered received on the day of deposit, even if that day is not a business day.
      ii. Any other deposit made before our branch closes or before midnight CT at our ATMs, on a business day, is considered received that day. Otherwise, it is considered received the following business day.

   b. Deposits Made With Our Huntington Night Depositories:

   Our night depository is intended for business customers with large after-hours deposits and should not be used by consumer customers. We provide ATMs where you can conduct transactions during or after business hours. If you make a deposit through one of our night depositories, the day your deposit is considered received by us is the business day we remove it from the night depository, so long as your deposit is accessible for processing (e.g., your bag with the deposit is not locked). This typically is the next business day after you make the deposit, but could be longer depending on the location of the night depository. Once received, availability of your deposit will be made in accordance with the information defined in Step Two below.

2. **STEP TWO: DETERMINING THE AVAILABILITY OF YOUR DEPOSIT**

   Once you have determined what day your deposit is received, you can determine when your funds will generally be available as shown below. Available funds may be used for all purposes we permit, including, for example, withdrawals in cash or used to pay checks and other items. Don’t forget to check the LONGER DELAYS MAY APPLY SECTION (Step Three), which includes additional information that may impact the availability of your deposit.

   a. Deposits Made With Our Branch Tellers or Huntington ATMs:
      i. If you have been a checking, savings, or money market customer with us for longer than 30 days:
         1. **CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
         2. **CHECK Deposits:** The entire amount will be available the NEXT BUSINESS DAY after the business day we receive your deposit.
      ii. If you have been a checking, savings or money market customer with us for 30 days or less:
         1. **CASH Deposits:** The entire amount will be available the SAME DAY as the day we receive your deposit.
         2. **CHECK Deposits:** Generally up to $500 (for checks not classified as “Other CHECK Deposits” below) will be available the NEXT BUSINESS DAY after the business day we receive your deposit.

         The remainder will be available the SECOND BUSINESS DAY after the business day we receive your deposit.

         3. **Other Check Deposits:** Checks drawn on The Huntington National Bank, U.S. Treasury checks, Federal Reserve Bank and Federal Home Loan checks, U.S. Postal Service money orders, State and Local Government Checks, cashier’s, certified or teller’s checks and Traveler’s checks:
• The entire amount of your deposit will be available on the NEXT BUSINESS DAY after the business day we receive your deposit.

• If you have been a checking, savings, or money market account customer with us for 30 days or less, you will need a special deposit slip with your State and Local Government Checks, cashier’s checks, certified checks, or teller’s checks in order for that deposit to be available the NEXT BUSINESS DAY. Otherwise those deposits will be available the SECOND BUSINESS DAY after the business day we receive your deposit. You can obtain a special deposit slip at any of our branches.

b. Electronic Deposits:
The entire amount of deposits received by wire transfers or other electronic deposits, such as direct deposits, will be available the SAME BUSINESS DAY your deposit is received.

3. STEP THREE: DETERMINING IF WE HAVE PLACED A HOLD ON YOUR DEPOSIT

a. Longer Delays May Apply
In some cases, we will not make all of the funds that you deposit by check available at the times shown above, and this sub-section could apply to check deposits made to your savings or money market account. Depending on the type of check that you deposit, funds may not be available until the second business day after the business day of your deposit. However, at least the first $225 of each day’s total deposits may be available on the first business day after the business day of deposit.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit, when possible. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

i. If we believe the check being deposited is uncollectible.

ii. If you make deposits in any one day that exceed $5,525.

iii. If a check that has been returned unpaid is re-deposited.

iv. If you have overdrawn your Account repeatedly in the last six months.

v. If there is an emergency such as failure of communications or computer equipment.

vi. If you have been a checking, savings, or money market account customer with us for 30 days or less.

We will notify you if we delay your ability to withdraw funds for any of these reasons and tell you when you will be able to withdraw the funds. The delay in your ability to withdraw funds will generally not exceed seven (7) business days from the business day of your deposit.

b. Additional Terms to Consider

i. Huntington Mobile App
   This Funds Availability Policy and the requirements of Federal Reserve Board Regulation CC do not apply to deposits made through Huntington’s mobile app. Deposits made through Mobile Deposit must be received by us no later than 11:59 p.m. CT on any business day in order to be considered on that same day. Funds from these deposits will be available for withdrawal between the first and second business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. Please refer to your Online Services Agreement for more information on mobile deposits.

ii. Holds On Other Funds
   If we cash a check for you that is drawn on another financial institution or entity, we may place a hold on an equal amount of funds in your Account for the length of time it would have taken for the check to be available for withdrawal if it had been deposited to your Account.

iii. Checks That Are Returned To Us Unpaid and Processing
   Please remember that even after we have made funds available to you, and you have withdrawn the funds, this doesn’t mean that the check or other item you deposited has cleared or been paid by the paying bank. It’s possible that the item may be returned to us even after significant time has passed since your deposit and you are still responsible for checks or other items you deposit that are returned to us unpaid and for any other problems involving your deposit.
Funds Availability Policy

c. Real Time Payments
   The entire amount of deposits received by Real Time Payments (RTP) will be available the SAME CALENDAR DAY your deposit is received, even if that day is not a business day.
VI. Substitute Checks and Your Rights

1. **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 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.

2. **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 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, non-sufficient fund 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 are also 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 ten (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.

3. **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 at 1-800-480-2265 or stop by your nearby Huntington banking office. 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.

   Your claim must include:
   a. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
   b. An estimate of the amount of your loss;
   c. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
   d. A copy of the substitute check or the following information to help us identify the substitute check:
      i. Account Number
      ii. Check Number
      iii. Amount
      iv. The name of the person, business or organization to whom you wrote the check.
### Facts

**What does Huntington do with your personal information?**

<table>
<thead>
<tr>
<th>Why?</th>
<th>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.</th>
</tr>
</thead>
</table>
| 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  
- Payment history and credit scores  
- Investment experience and insurance claim 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 Huntington chooses to share; and whether you can limit this sharing. |

#### Reasons we can share your personal information

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Huntington share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong>—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong>—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your creditworthiness</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

#### To limit our sharing

- Call toll-free 1-800-537-0861 – Our menu will prompt you through your choices.

**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?

**Questions?** Call toll-free 1-800-480-BANK (2265) or go to huntington.com
### Who we are

| Who is providing this notice? | Huntington companies that are financial service providers, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors and insurance agencies. |

### What we do

<table>
<thead>
<tr>
<th>How does Huntington protect my personal information?</th>
<th>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.</th>
</tr>
</thead>
</table>
| How does Huntington collect my personal information? | We collect your personal information, for example, when you  
- Open an account or apply for a loan  
- Make deposits or withdrawals from your account  
- Apply for insurance or seek advice about your investments  
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 nonaffiliates 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 only to you – 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 a Huntington name and financial companies, such as banks, mortgage companies, vehicle leasing companies, securities brokers, investment advisors, and insurance agencies.** |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies.  
- **Nonaffiliates we share with can include banks, securities broker-dealers, insurance companies, data processors, software companies, collection agencies, credit bureaus, marketing service providers, and state and federal government agencies.** |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  
- **Our joint marketing partners include financial institutions with whom we have joint marketing agreements, such as insurance companies, mutual fund companies, and motor vehicle dealers.** |
**Other important information**

**State Disclosures**
In addition to your rights described below and in this notice, you may have other rights under state laws. We will comply with applicable state laws with respect to our information practices.

Important information for Ohio residents that apply for or obtain an insurance product for personal, family, or household purposes from a Huntington insurance agency – We may collect personal information from sources other than the persons proposed for insurance coverage (see, for example, the "How does Huntington collect my personal information?" section). We may also disclose that information, as well as other personal or privileged information subsequently collected, to third parties outside Huntington without your authorization to the extent disclosure is permitted by law. Ohio law provides a right to review and correct personal information that Huntington collects about you. To receive a more detailed description of our information practices, please write to us at: Huntington Customer Information Services, Ohio Insurance Information Practices, P.O. Box 1558, HP0700, Columbus, Ohio 43216.

California and Vermont Customers have other protections under state law. If your primary mailing address is in California or Vermont, we will not share your credit or financial information that we collect except as permitted by law, including, for example, with your consent or to service your account. We will also not use your information for joint marketing purposes. We do not share customer information with third parties except as permitted by law.

Important information for Nevada residents – At any time, you may request to be placed on Huntington’s internal do-not-call list by calling us toll-free at 1-800-537-0861. Nevada law requires that we provide you with the following contact information to enable you to obtain further information: (i) Huntington Customer Information Services, Nevada Do-Not-Call Information, P.O. Box 1558, EA4W58, Columbus, Ohio 43216, Phone: 1-800-480-BANK (2265), Email: privacy@huntington.com, and (ii) Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, Nevada 89101, Phone: 1-702-486-3132, Email: BCPINFO@ag.state.nv.us.

**Affiliates Providing this Notice**
- The Huntington National Bank
- The Huntington Investment Company
- Huntington Insurance, Inc.
- HBI Title Services, Inc.
### VIII. Additional Information and Use Disclosures

#### ADDITIONAL INFORMATION AND USE DISCLOSURES

| Your Choice About Promotional Offers | You may call us toll-free at 1-800-537-0861 to tell us your preferences about receiving special pricing or other promotional offers from us. If you do that, however, our ability to tell you about offers that may benefit you and help you save and invest in your future may be limited. Whether or not you make this choice, we will still contact you from time to time about your accounts and provide account mailings to you, such as statements and notices. We may also include special pricing or other promotional offers with such account mailings. |
| Identity Theft | The law provides certain rights to victims of identity theft. If you believe you are a victim of identity theft with respect to any of your accounts or transactions with us, you may notify us at: Huntington Customer Information Services, Identity Theft, P.O. Box 1558, EA3W21, Columbus, Ohio 43216. Please provide as much detail as possible about the accounts or transactions in question, including any dates and account or transaction numbers that apply. We may contact you to discuss additional information necessary to resolve the matter. For more information about our identity theft policies and practices, please visit huntington.com and type “ID Theft” in the search box. There you will find helpful information about how to protect yourself. You will also find additional information on what to do if you believe you are a victim of identity theft. |
| Important Information About Procedures for Opening a New Account | To help the Government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. |
| For Our Insurance Customers | From time to time, a Huntington insurance agency may review your account and obtain additional quotes on your insurance program to ensure your competitive place in the market. To perform this service, our quoting carriers will utilize certain consumer report information, such as motor vehicle reports, claim history reports, and credit reports. You may request that our insurance agencies not provide this service by emailing insurance.compliance@huntington.com or by writing to us at: Huntington Insurance, Insurance Opt-Out, P.O. Box 1558, HP0700, Columbus, Ohio 43216. Please include your name, address, telephone numbers, the specific policy numbers and Social Security numbers on your written request. |

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FORM: RRCONSUMERDEPACCTAGREE (08/20)
1. EARLY PAY

a. Overview

You may receive a direct deposit up to two days early with our service called Early Pay. We will not charge you a fee for this service.

b. Eligibility

Early Pay comes automatically if you have 1) a checking account with us, 2) a recurring qualifying direct deposit, and 3) provided us a valid email address.

Savings and money market accounts are not eligible for the Early Pay service. Qualifying direct deposits must be recurring (that is occur on a regular basis) and consistent of income or some other benefit, for example, social security or military benefits. It is in our discretion to identify which direct deposit will qualify for the Early Pay service. We may take up to 90 days to identify the recurring qualifying direct deposit but you could receive the service sooner.

c. How it Works

The way it works is we receive notice of a recurring qualifying direct deposit, and we may advance you that money before the direct deposit is sent to us. Once the direct deposit is sent to us, we use (and you agree we can use) the funds we receive to pay back the funds we advanced before that money is transferred to your checking account. Because of this process, when we collect the money advanced we will not (a) overdraw your checking account, (b) charge you an overdraft fee (because your account would not be overdrawn from this process), (c) close your checking account because of an overdraft or (d) try and collect more money than what was received by us. However, we will process a request, for example from your employer, to reverse a qualifying direct deposit, and that reversal may overdraw your checking account and result in a fee. Any dispute about this reversal or the qualifying direct deposit must be resolved directly between you and the party reversing the qualifying direct deposit.

d. Unenrollment and Availability

We may cancel your Early Pay service at any time. We may not be able to provide you the Early Pay service if: (a) we are not provided a notice before the qualifying direct deposit is sent, (b) the direct deposit is not qualifying, recurring, or does not contain a description that identifies it as such, or (c) you no longer receive recurring qualifying direct deposits.

Because of these and other unanticipated circumstances, we cannot guarantee you will receive the Early Pay service.

e. Cancellation of Service

You can opt out of the Early Pay service at any time, by contacting your local branch or call our service center at (800) 480-2265 and ask to be removed from the Early Pay service. You may still receive the Early Pay service while we are processing your request to opt out.
Effective July 26, 2021, these changes are made to your Consumer Deposit Account Agreement and Personal Charges Account form:

1. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Overdraft Fee” section, the first sentence referencing “first occurrence” is removed, except $23 for first occurrence in prior 1-year period.

2. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Overdraft Fee” section, the sentence regarding the limit of 4 fees per day is clarified to reference overdraft fees:
   Limit of 4 overdraft fees per day

3. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Overdraft Fee” is changed to $36.

4. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Return Fee” section, the first sentence referencing “first occurrence” is removed, except $23 for first occurrence in prior 1-year period.

5. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Return Fee” section, the sentence regarding the limit of 4 fees per day is clarified to reference return fees:
   Limit of 4 return fees per day

6. Within the Personal Account Charges Form titled “Overdraft and Return Fees” in the “Return Fee” is changed to $36.

7. Within the Personal Account Charges Form titled “Overdraft and Return Fees”, the following definition of “occurrence” for overdraft and return fees is removed entirely:
   For both overdraft and return fees, an “occurrence” means a day for which there is at least one transaction in your account to cover whether we pay or return the transaction and whether or not we charge a fee.

8. Within the Personal Account Charges Form titled “Overdraft and Return Fees”, the 24-Hour Grace provision will be updated to include eligibility for return items. The existing 24-Hour Grace provision is replaced entirely by the following:

   **24-Hour Grace**: 24-Hour Grace is available for Overdraft Fees and Return Fees. For 24-Hour Grace to apply to Overdraft Fees, on any business day that your account is overdrawn at the end of the day and you incur one or more Overdraft Fees, we will waive those Overdraft Fees if your account is not overdrawn by more than $50 at the end of the next business day. Any deposit to cure the overdraft must be made before midnight CT at the end of that next business day. 24-Hour Grace does not apply to Extended Overdraft Fees.

   For 24-Hour Grace to apply to Return Fees, on any business day that you do not have enough money in your account to cover a transaction and you incur a Return fee due to a returned item, such as a check, we will waive the Return Fee and pay the item if you deposit enough funds to a) cover the amount of all the eligible returned items and b) your account is not overdrawn by more than $50 by depositing enough funds by midnight CT at the end of that next business day. If your deposit only covers part or some of the eligible returned items, 24-Hour Grace will not apply. Because the items eligible to be returned is in our discretion, not all returned items will qualify for 24 Hour Grace. You can determine which items qualify for 24 Hour Grace on the business day in which you must make a deposit by logging into the online system or call us to understand what items are available for you to cure.

   For you to take advantage of 24-Hour Grace, your deposit must be enough to cover all of the overdraft and eligible return items, plus any other transactions that will post that day. Remember to take into consideration other transactions, such as checks or other debits, that may be posted to your account that
will affect the amount needed to take advantage of 24-Hour Grace. We are unaware of these other transactions until they are presented to us for payment, and usually that is not until we finish processing after the end of that next business day. This means only you know all of your transactions that may affect the amount needed for 24-Hour Grace to apply.

A deposit that covers only part of the overdrafts or return items may not result in waiver of any fees. If you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit funds to cure only the overdraft items, your Overdraft Fees will be waived, but you will be charged Return Fees. However, if you have overdraft items and returned items that are eligible for 24-Hour Grace, and you deposit enough funds to cure only the return items, you will be charged Return Fees and Overdraft Fees. We may remove 24-Hour Grace from your account for unusual circumstances, such as fraud.

Please visit huntington.com/grace for further details about this service.

9. Within Section IV of the Consumer Deposit Account Agreement titled "Electronic Funds Transfer Services" in the "International Card Transactions" section, the first paragraph clarifies the currency conversion procedures for international card transactions:

i. If you use your card or card number for an international transaction and the transaction is in a currency other than U.S. Dollars, we will post the transaction to your Account in U.S. Dollars based on the applicable currency exchange rate used by Mastercard International. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed. Also, networks through which an international transaction occurs may charge fees that are added to the transaction amount. As a result, the amount posted to your Account may be a different amount than the original amount of the transaction.
Exhibit F

Bank Commitment and Performance Standards

A. ANNUAL REVIEW

Bank is committed to making good faith efforts to continually improve the Campus Checking Account product to keep it interesting to the University community as well as to keep the program a leader in innovation throughout the country. In addition, Bank is committed to working diligently to identify potential areas for operational efficiencies and bring emerging technologies into services provided by this Agreement. On or before the end of the first year of the Agreement and thereafter at least once per year, University and Bank representatives shall meet to discuss whether Bank’s customer product offering is still reasonable and competitive within the market and whether University Community Members are being offered unique products and services or product enhancements not generally available to Bank’s other customers because of their relationship with the University. Such discussion shall also include complaints received from students by University and/or Bank concerning Campus Checking Accounts or their marketing, including complaints and complaint resolutions reported by Bank to University pursuant to Section 7(d) of this Agreement. Bank shall be represented by a Senior or Executive Vice President.

B. ACCOUNT CONVERSION

Bank will allow pre-existing account with Bank to convert to Campus Checking Accounts. Bank will invite qualified members of the University community who are already Bank customers with existing checking accounts to convert and received the unique benefits of Campus Checking.

C. ON-GOING SUPPORT

1. Bank will maintain a visible physical presence in Coffman Union and Kirby Student Center to engage parents and students during orientation sessions. Such visible presence will be mutually agreed upon between Bank and the respective U Card Office before each orientation session.

2. Bank will use a variety of methods to promote the benefits of Campus Checking accounts. Students, staff, and faculty will receive a free Twin Cities and Duluth campus specific design sweatshirt, or an alternative item reasonably acceptable to University, as an incentive to activate new accounts with a $25 deposit into a Campus Checking account. To promote ongoing account use, Bank will provide account activation emails/mailing and reminders to set up digital banking.

3. Bank will provide Twin Cities and Duluth campus specific advertising, marketing collateral and promotions, as well as a U of M sweatshirt as an incentive.

4. Bank offers online account opening to incoming freshmen and new Eligible University Affinity Members, Eligible University Students, and University Faculty and Staff Members,
which allows such persons to apply for a Campus Checking Account using the internet. University will provide emails and place links on its orientation website and materials to open the Campus Checking Account online. It is the intention of the parties that University will perform no more than incidental administrative services for Bank in connection therewith.

5. Bank will prepare informational brochures for the Campus Checking Account. Bank will make this brochure available at the U Card Office, in Coffman Union and Kirby Student Center during orientation sessions, and include it with disclosures provided with Campus Checking Accounts opened during the Term of the Agreement. Bank will also make this brochure available and make specific reference to this topic during Bank’s orientation presentations.

D. GENERAL INFORMATION

1. Bank is committed to the goal of providing a special product and service that meets the needs of the University community and is committed to working with the University and U Card office to advance the Campus Checking program and deliver excellent customer service.

2. Bank will provide innovative promotional and information opportunities, such as giveaways or contests on the Twin Cities and Duluth campuses. Bank and University shall each have an opportunity to review and approve promotional materials in advance. Such approval shall not be unreasonably delayed or denied.