

There are two forms that must be completed to open a deposit account for a Trust. Please see below for further direction.

- Formal Trust Account Application
- Trustee Certification

**NOTE: At this time, we only process applications from Trustees who are U.S. Citizens or U.S. Resident Aliens.**

### Formal Trust Account Application Checklist (5 sections)

- Section 1: Trust Information**—Title, Taxpayer Identification Number, Date and Address
- Section 2: Trustee Information**—You can add up to five Trustees. Every trustee must sign in **blue** or **black** ink.
- Section 3: Account Selection**—You can select one Money Market and/or multiple CD Accounts. You only need to submit ONE Formal Trust Application.
- Section 4: Account Funding**—Fund your account(s) with an ACH transfer, a transfer from an existing Discover account or a check. **Please do not send cash.**
- Section 5: Signatures**—Sign and date

**NOTE:** If you have sent in a Trustee Certification Form **after 5/29/14** for the trust listed in this Formal Trust Account Application and all of the trust information provided in the prior Trustee Certification Form **has not changed** and is still current, you are not required to send in an additional Trustee Certification Form.

### Trustee Certification Checklist (4 sections)

- Section 1: Trust Information**—Identical to Section 1 of the Formal Trust Account Application
- Section 2: Trust Type**—Irrevocable/Revocable
- Section 3: Trustors/Trustees/ Successor Trustees**
- Section 4: Notary**—A Notary Public signature & seal are required for every Trustee on the Formal Trust Account Application. Trustees must sign this section in the presence of a Notary Public. Notarization completed through remote online notary from either [www.notarize.com](http://www.notarize.com) or [www.notarycam.com](http://www.notarycam.com) is also accepted.

### Submit Documents

When the Formal Trust Account Application is completed and the Trustee Certification Form is completed AND SIGNED BY A NOTARY PUBLIC, you can submit them to Discover in three ways:

1. **Fax:** 224-813-5223
2. **Mail:**

Discover Bank New Accounts PO Box 30417 Salt Lake City, UT 84130	<b>Overnight:</b> Discover Bank New Accounts 5420 W 1730 S Salt Lake City, UT 84104-5335
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Postage-paid envelope enclosed (not applicable if the form was downloaded from DiscoverBank.com)
3. **Secure Doc Upload:** Available at [DiscoverBank.com/docupload](http://DiscoverBank.com/docupload)

**Note:** If there is more than one Trustee on the Trust and the Trustees sign separate Trustee Certifications, please submit ALL Trustee Certifications together along with the Formal Trust Account Application.

Once all your completed documents are received, we will review them within 7 business days. If approved, you will receive your new account Welcome Kit within 7–10 business days of account opening for a Money Market Account, and within 7–10 business days of account funding for a CD Account.

**See next page for additional information.**

## Glossary

**Title of Trust:** This is the legal name that you or someone else gave the trust. Example: Smith Family Trust, Dated January 1, 2016

**Trust Address:** Typically, this is the address at which the Trustee or other party (such as an accountant or an attorney) receives mail for the trust.

**Trustee:** An individual person who manages the trust, usually appointed by the trustor.

**Trustor or Grantor:** The person who creates the trust.

**Successor Trustee:** The person who assumes control of the trust after the immediately preceding Trustee(s) dies, resigns, is removed or becomes unable to continue with his or her responsibilities.

**Mother's Maiden Name:** Required for identity verification. Please provide even if she is deceased.

## Notices and Agreements (2 Attachments)

**Deposit Account Agreement** (attached)

**Consumer Privacy Statement** (attached)

**California Residents:** For notice under the California Consumer Privacy Act, please visit [www.discover.com/privacy-statement](http://www.discover.com/privacy-statement) and review the section for California Residents

Through this Trust Application Kit, we will collect the following categories of Personal Information from you:

1. **Personal Identifiers**, such as name and mail address;
2. **Personal information, as defined in the California safeguards law**, such as contact information and financial information;
3. **Characteristics of protected classifications under California or federal law**, such as age and citizenship; and
4. **Professional or employment-related information**, such as current employment information.

We may use the Personal Information we collect to operate, manage, and maintain our business, to provide our products and services, and to accomplish our business purposes and objectives. For example, we use Personal Information we collect to:

1. Personalize, develop, market, advertise, and provide our products and services (including analytic services);
2. Provide customer service and maintain or service accounts;
3. Process payments or transactions;
4. Conduct research and data analysis;
5. Perform identity verification, detect security incidents, and detect and prevent fraud (including protecting against and/or prosecuting malicious, deceptive, fraudulent, or illegal activity);
6. Maintain our systems and infrastructure, including debugging to identify and repair errors that impair existing intended functionality;
7. Conduct risk and security control and monitoring;
8. Perform audit functions, including auditing interactions with consumers;
9. Maintain and enhance a product or service; and
10. Conduct other internal functions, such as investigations or research for technology development, comply with legal obligations, maintain business records, and exercise and defend legal claims and rights.



This is an application to open a deposit account for a trust.

**Important Information**

**Customer Information**

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

**What this means for you:**

When opening an account, we may ask you to provide your name, address, Social Security number or other Taxpayer Identification Number (“TIN”), and other information that will help us to identify you. You may also be asked to provide a driver’s license, state ID card or other identifying documents.

**Section 1: Trust Information** All fields required below unless otherwise specified.

Full Title of Trust (as it appears in your Trust documents, including Trust date if applicable)

Taxpayer Identification Number of the Trust (applicable SSN, EIN, or ITIN\*)

Date of Trust (optional if included in Trust Title above)

Name associated with this Tax Identification Number, as shown on the tax return (if different from the Trust name above)

**For Your Information:** This Taxpayer ID—SSN, EIN, or ITIN—will be used for IRS Tax reporting purposes.

Street Address (PO Boxes not accepted)

City

State

Zip Code

Mailing Address (If different from street address)

City

State

Zip Code

**Section 2: Trustee #1 Information** All fields required unless otherwise specified.

First Name

Middle Name (if applicable)

Last Name

Street Address (If different from Trust Address in Section 1; PO Boxes not accepted)

City

State

Zip Code

Mailing Address (If different from street address)

City

State

Zip Code

Date of Birth

SSN or ITIN\*

Mother’s Maiden Name (Please provide even if she is deceased)

Phone Number\*\*

Is this a cell phone number?

Yes

No

Email Address (optional)

**\*\*NOTE:** You agree that Discover Bank, its affiliates, and agents (“Discover”) may call you, including via text, about any current or future accounts or applications, with respect to all products you have with Discover at any phone number you provide. In addition, you agree Discover may contact you using an automatic dialer or pre-recorded voice message, even if your phone provider may charge you for calls or texts.

Employment Status (Select which most applies)

Full-time

Part-time

Self-employed

Homemaker

Student

Retired

Unemployed

Other (Please specify)

Occupation

Employer

Are you a U.S. Citizen?

Yes

No

If not, are you a U.S. Resident Alien?

Yes

No (If you select no, please note that at this time, we only process applications for U.S. Citizens and U.S. Resident Aliens.)

Country of Citizenship

**NOTE: If there are additional Trustees, complete the remainder of Section 2 on the next page.**

\*Social Security Number (SSN), Employer Identification Number (EIN) or Individual Taxpayer Identification Number (ITIN), as applicable.



**NOTE: If there are more than three Trustees, photocopy this page, complete the information and designate the additional Trustees as Trustee #4 and #5.**

<b>Trustee #2 Information</b> All fields required unless otherwise specified.							
First Name	Middle Name (if applicable)		Last Name				
Street Address (If different from Trust Address in Section 1; PO Boxes not accepted)			City	State	Zip Code		
Mailing Address (If different from street address)			City	State	Zip Code		
Date of Birth	SSN or ITIN*		Mother's Maiden Name (Please provide even if she is deceased)				
Phone Number**	Is this a cell phone number?	Yes	No	Email Address (optional)			
<b>**NOTE:</b> You agree that Discover Bank, its affiliates, and agents ("Discover") may call you, including via text, about any current or future accounts or applications, with respect to all products you have with Discover at any phone number you provide. In addition, you agree Discover may contact you using an automatic dialer or pre-recorded voice message, even if your phone provider may charge you for calls or texts.							
Employment Status (Select which most applies)	Full-time	Part-time	Self-employed	Homemaker	Student	Retired	Unemployed
Occupation		Employer					
Are you a U.S. Citizen?	Yes	No	If not, are you a U.S. Resident Alien?	Yes	No (If you select no, please note that at this time, we only process applications for U.S. Citizens and U.S. Resident Aliens.)		
Country of Citizenship							

<b>Trustee #3 Information</b> All fields required unless otherwise specified.							
First Name	Middle Name (if applicable)		Last Name				
Street Address (If different from Trust Address in Section 1; PO Boxes not accepted)			City	State	Zip Code		
Mailing Address (If different from street address)			City	State	Zip Code		
Date of Birth	SSN or ITIN*		Mother's Maiden Name (Please provide even if she is deceased)				
Phone Number**	Is this a cell phone number?	Yes	No	Email Address (optional)			
<b>**NOTE:</b> You agree that Discover Bank, its affiliates, and agents ("Discover") may call you, including via text, about any current or future accounts or applications, with respect to all products you have with Discover at any phone number you provide. In addition, you agree Discover may contact you using an automatic dialer or pre-recorded voice message, even if your phone provider may charge you for calls or texts.							
Employment Status (Select which most applies)	Full-time	Part-time	Self-employed	Homemaker	Student	Retired	Unemployed
Occupation		Employer					
Are you a U.S. Citizen?	Yes	No	If not, are you a U.S. Resident Alien?	Yes	No (If you select no, please note that at this time, we only process applications for U.S. Citizens and U.S. Resident Aliens.)		
Country of Citizenship							

\*Social Security Number (SSN), Employer Identification Number (EIN) or Individual Taxpayer Identification Number (ITIN), as applicable.



**Section 3: Account Selection(s)** Note: You can open ONE Money Market Account and/or multiple CD Accounts, but each account must be selected and funded separately.

**Certificate of Deposit** Minimum deposit to open each CD: \$2,500

**Terms** (Select the terms you want)

Duration	Funding Options Choose one option per Account			Amount
	ACH	Check	Transfer from Discover Account	
3 mos.	ACH	Check	Transfer from Discover Account	\$
6 mos.	ACH	Check	Transfer from Discover Account	\$
9 mos.	ACH	Check	Transfer from Discover Account	\$
12 mos.	ACH	Check	Transfer from Discover Account	\$
18 mos.	ACH	Check	Transfer from Discover Account	\$
24 mos.	ACH	Check	Transfer from Discover Account	\$
30 mos.	ACH	Check	Transfer from Discover Account	\$
3 yrs.	ACH	Check	Transfer from Discover Account	\$
4 yrs.	ACH	Check	Transfer from Discover Account	\$
5 yrs.	ACH	Check	Transfer from Discover Account	\$
7 yrs.	ACH	Check	Transfer from Discover Account	\$
10 yrs.	ACH	Check	Transfer from Discover Account	\$

**Money Market Account** Minimum deposit to open: \$2,500

NOTE: A debit card is not available for trust accounts.

**Optional** YES, I would like checks.

Funding Options; There is an initial ACH funding limit of \$5,000 for Money Market Accounts.

ACH    Check    Transfer from Discover Account

Opening deposit \$

**NOTE:** Discover Online Savings Accounts and Discover Cashback Debit Accounts are not available for Trusts.



**Section 4: Account Funding** A combination of the options below can be used to fund the account type(s) selected in Section 3. Please ensure deposits in this section add up to the opening deposit amounts in Section 3 or your application will be rejected. NOTE: Only one funding method can be used to fund each account.

**ACH Debit Authorization** (External Bank Information:)

Routing Number

Account Type (Checking, Savings, Money Market)

Full Account Number

Total amount to be debited via ACH

Name (as it appears on the account)

**Note:** There is an ACH funding limit of \$5,000 for Money Market Accounts; if you would like to deposit more than \$5,000, please choose another funding option.

I authorize Discover Bank to initiate a single electronic debit from the account identified above in the amount(s) identified in Section 3. We will process a separate electronic debit for each account opened in the amount designated in Section 3. I understand that this one-time request will be presented to my financial institution on the date Discover Bank receives this authorization. I understand that I will not be able to revoke this authorization once sent to Discover Bank.

Signature

Date

X

PLEASE MAKE A COPY OF THE COMPLETED ACH DEBIT AUTHORIZATION AND KEEP IT FOR YOUR RECORDS.

**Check**

1. Write a **separate check for each account you are opening and funding by check.**
2. Make your check(s) payable to the title of the trust as it appears in your Trust documents (See Section 1).
3. Mail us your check(s) along with your Trust Account Application and Trustee Certification.

**Transfer from an existing Discover Bank account**

Name (as it appears on your Discover account)

Full Account Number

Amount

**How do you plan to fund your account? Select only one.**

The Trust or Grantor's bank account    Someone else's bank account    Income    Other

**Will the Trust send or receive money internationally?**

Yes    No

**Wire Transfer**

Wire transfer is not an available option to open a Trust account(s).



## Section 5: Signatures:

By signing this form, I (we), as a trustee of the trust listed on the first page of this application, agree to abide by the terms of the Deposit Account Agreement, as may be amended from time to time, a copy of which I have received, and to provide such information as Discover Bank may require to maintain the Account. I (We) further agree that the Account will be governed by Delaware law.

By signing below, I, individually and as a trustee of the trust, authorize Discover Bank to share my application and Account information with its affiliates and marketing partners. I, individually, am providing authorization to Discover Bank under the Fair Credit Reporting Act to obtain information from my personal credit profile or other information. I further authorize Discover Bank to obtain such information solely to confirm my identity.

I (we) understand that Discover Bank: (a) is not a trustee of the trust funds, (b) is not responsible for monitoring actions of trustee(s), and (c) is not responsible for actions of trustee(s).

### W-9 Tax Certification

Under penalties of perjury, I certify that:

- 1) The number shown on this form is the correct Social Security Number/ Taxpayer ID for the trust; and
- 2) The trust is not subject to backup withholding because: (a) the trust is exempt from backup withholding, or (b) the trust has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified the trust that it is no longer subject to backup withholding, and

3) The trust is a U.S. Citizen or other U.S. Person.

4) The trust is exempt from Foreign Account Tax Compliance Act (FATCA) reporting for deposit accounts maintained in the U.S. by Discover Bank.

If the trust is presently subject to backup withholding because it has been notified by the IRS that it has failed to report all interest or dividends on its tax return, please draw a line through statement 2.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Trustee #1

Date

X

If applicable:

Signature of Trustee #2

Date

X

Signature of Trustee #3

Date

X

Signature of Trustee #4

Date

X

Signature of Trustee #5

Date

X





**Notice to the Trustee(s):** You must read this certification carefully and confirm that it is consistent with the current terms of the Trust documents. Discover Bank may rely solely on the information provided in this Trustee Certification to open and maintain deposit accounts, or to permit the Trustee to exercise powers regarding beneficial interests in Individual Retirement accounts (“IRAs”). To open an account with Discover Bank, the Trust documents must permit Co-Trustees to each act individually.

In consideration of Discover Bank opening and/or maintaining the deposit accounts (“Deposit Accounts”) for the Trust named below (“Trust”), or permitting the undersigned trustees (“Trustees”) to exercise all powers regarding beneficial interests of the Trust in Deposit Accounts that are individual retirement accounts (“IRAs”), I/we the undersigned (“Trustee(s)”) certify the following is true:

**NOTE: All fields required unless otherwise specified.**

<b>Section 1: Trust Information</b> (Must match Section 1 of Formal Trust Account Application)			
Full Title of the Trust (as it appears in your Trust documents, including Trust date if applicable)			
Taxpayer Identification Number of the Trust (applicable SSN, EIN, or ITIN*)		Date of Trust (optional if included in Trust Title above)	
<b>For Your Information:</b> This Taxpayer ID—SSN, EIN, or ITIN—will be used for IRS Tax reporting purposes.			
Street Address (PO Boxes not accepted)	City	State	Zip Code
Mailing Address (if different from street address)	City	State	Zip Code

<b>Section 2: Trust Type (check one box)</b>
Trust is currently <input type="checkbox"/> Irrevocable <input type="checkbox"/> Revocable (enter names below)
If revocable, enter names(s) of the individual(s) who has/have the power to revoke the Trust

<b>Section 3: Trustors, Trustees and Successor Trustees</b>	
Trustor(s)/Grantor(s) of the Trust Full Name	SSN/ITIN #
Current Trustee(s) of the Trust (Print all Trustee names. They must match Section 2 of your Formal Trust Account Application.)	
<b>Successor Trustees (different than Trustees; complete if applicable):</b>	
First Successor Trustee(s)	Second Successor Trustee(s)
Third Successor Trustee(s)	

The Trustee(s) represent and certify that: (1) the Trust authorizes each Trustee to act individually without the consent of the other Trustee(s); or (2) the Trustees have consented to each Trustee acting individually and without consent of the other

\*Social Security Number (SSN), Employer Identification Number (EIN) or Individual Taxpayer Identification Number (ITIN), as applicable.





Trustee(s) and that such delegation of authority is expressly authorized by the Trust. The Trust or applicable law authorizes the Trustee(s) to deposit assets in Deposit Accounts and to exercise powers with respect to beneficial interests of the Trust in IRAs. The Trust or applicable law authorizes the Trustee(s) to make distributions or transfers of Trust funds to beneficiaries and others. Discover Bank shall have no responsibility to assure the proper application of Trust funds by any Trustee(s).

The Trustee(s) acknowledge that Discover Bank has not reviewed the Trust document, even if it has been provided with a copy of the Trust document, and understand that Discover Bank is relying only on representations made in this Trustee Certification.

Trustee(s) state that the Trust is not a statutory business trust as defined under 12 DE Code § 3801 (2019) (or as similarly defined in other states) requiring business entity registration with a state government.

The Trustee(s) represent, warrant and certify that the representations made in this Trustee Certification are true, complete and accurate, that the Trust exists and is in full force and effect, and that the Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Trustee Certification to be inaccurate or incorrect. This Trustee Certification supersedes all prior Trustee Certifications provided to Discover Bank by the Trust regarding Deposit Accounts.

The Trustee(s) agree (jointly and severally) to indemnify Discover Bank, its employees and directors, and hold them harmless from any liabilities and expenses that arise from Discover Bank's reliance on the representations, warranties and agreements included in this Trustee Certification. This agreement to indemnify Discover Bank shall survive termination of the Trust and closure of the Deposit Accounts.

The Trustee(s) agree to provide a new Trustee Certification to Discover Bank in the event that any of the representations, warranties, agreements or certifications in this Trustee Certification change or if they may no longer be relied upon by Discover Bank. The Trustee(s) also agree that Discover Bank may rely upon this Trustee Certification until Discover Bank receives a new Trustee Certification, executed by all then-serving Trustees seeking to transact on the Deposit Accounts or make elections regarding an IRA, notifying Discover Bank of any changes involving the Trust, in which case the new Trustee Certification will supersede this Trustee Certification in all respects, except as otherwise provided in the preceding paragraph.

This form may be executed in counterparts, each of which, when so executed, shall be deemed an original and all of which shall constitute one and the same instrument.

#### Section 4: Notary

**Trustee Names / Signatures (in presence of a notary public)** Please sign in **blue** or **black** ink and make photocopies of the next page if additional Trustee signatures are needed. NOTE: Every Trustee seeking to transact on and receive information regarding the Deposit Accounts or make elections regarding an IRA must complete a separate Notary acknowledgement below. (Successor Trustees are not required to sign.)

#### Trustee #1 Information

Trustee Name \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
Today's Date Name of Current Trustee (from Section 3 of this Trustee Certification)

as Trustee of \_\_\_\_\_ on behalf of whom instrument was executed.  
Full Title of the Trust (from Section 1 of this Trustee Certification)

#### Notarization Required

**X**  
\_\_\_\_\_  
**Signature of Notary Public**

My commission expires: \_\_\_\_\_

(SEAL)



**Section 4: Notary (continued)**

**Trustee Names / Signatures (in presence of a notary public)** Please sign in **blue** or **black** ink and make photocopies of this page if additional Trustee signatures are needed. NOTE: Every Trustee seeking to transact on and receive information regarding the Deposit Accounts or make elections regarding an IRA must complete a separate Notary acknowledgement below. (Successor Trustees not required to sign.)

**Trustee #2 Information (if applicable)**

Trustee Name	Date	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>
State of	County of	
<input type="text"/>	<input type="text"/>	
This instrument was acknowledged before me on <input type="text"/>		by <input type="text"/>
Today's Date		Name of Current Trustee (from Section 3 of this Trustee Certification)
as Trustee of <input type="text"/>	on behalf of whom instrument was executed.	
Full Title of the Trust (from Section 1 of this Trustee Certification)		

Notarization Required

(SEAL)

**X**

Signature of Notary Public

My commission expires: \_\_\_\_\_

**Trustee #3 Information (if applicable)**

Trustee Name	Date	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>
State of	County of	
<input type="text"/>	<input type="text"/>	
This instrument was acknowledged before me on <input type="text"/>		by <input type="text"/>
Today's Date		Name of Current Trustee (from Section 3 of this Trustee Certification)
as Trustee of <input type="text"/>	on behalf of whom instrument was executed.	
Full Title of the Trust (from Section 1 of this Trustee Certification)		

Notarization Required

(SEAL)

**X**

Signature of Notary Public

My commission expires: \_\_\_\_\_



# Deposit Account Agreement

Effective March 20, 2022

Questions about your Account?

**1-800-347-7000**

**DiscoverBank.com**

Thank you for choosing Discover Bank®. This Deposit Account Agreement includes the terms and conditions you need to know about your Discover Bank deposit accounts.

Please read this Agreement carefully. This Agreement covers, among other things:

- Our obligations to you
- Your obligations as an Accountholder
- How we may amend the Agreement and send you notices and disclosures
- Your agreement to waive a jury trial
- Your agreement to arbitrate disputes by binding arbitration (and your right to reject arbitration)
- Your agreement to waive your class-action rights
- Limitations on our liability to you
- Our mutual agreement that Delaware law will control this Agreement

You can always call our knowledgeable customer service team anytime at 1-800-347-7000. Our U.S.-based customer service agents are always available to answer your questions, explain things, and take the time to help you find ways to make the most of your money.

## Deposit Account Agreement Effective March 20, 2022

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# Deposit Account Agreement

Effective March 20, 2022

## (1) DEFINITIONS/INTRODUCTION

The following is a list of terms used throughout this Deposit Account Agreement (“Agreement”):

“Account” means your Discover Certificate of Deposit Account (“Non-IRA CD Account”), Discover Individual Retirement Arrangement Certificate of Deposit Account (“IRA Account”), Discover Cashback Debit Account (“Cashback Debit Account”), Discover Personal Checking Account (branch only, also referred to as “Branch Checking Account”), Discover Money Market Account (“Money Market Account”), and/or Discover Savings Account (“Savings Account,” which includes Discover IRA Savings, Discover Statement Savings Account (branch only) and Discover Online Savings Account, as applicable);

“Branch” means the Discover Bank retail banking office in Greenwood, Delaware;

“Business Days” are Monday through Friday, excluding Federal Reserve Bank holidays;

“CD” includes both “Non-IRA CD Account” and “IRA CD Account,” unless otherwise specified;

“Debit Card” means a Discover Cashback Debit Account Debit Card, a Discover Branch Checking Account Debit Card or a Discover Money Market Account Debit Card;

“Discover Student Deposits Program” means Cashback Debit Accounts opened through the RefundSelect<sup>SM</sup> and eRefunds PLUS<sup>SM</sup> Program;

“EFT” means Electronic Fund Transfer;

“Existing Customer” means a customer who has a Discover Cashback Debit, Branch Checking, savings or money market account open and funded for at least 30 days;

“IRA” includes an IRA CD and an IRA Savings Account, unless otherwise specified;

“New Customer” means a customer who has not had a Discover Cashback Debit, Branch Checking, savings or money market account open and funded for at least 30 days;

Taxpayer Identification Number (“TIN”) means an identification number used by the Internal Revenue Service (IRS). For purposes of this Agreement, the term includes Social Security Number (“SSN”), Employer Identification Number (“EIN”), and Individual Taxpayer Identification Number (“ITIN”).

“we”, “us”, “our”, and “Discover” refer to Discover Bank, a Delaware-chartered bank;

“you”, “your”, and “Accountholder” refer to each person or entity in whose name an Account is held or who has authority to operate the Account, as well as any permitted assignee or successor in interest to the Account.

**This Agreement, together with any amendments or addendums to these terms and conditions or other agreements with respect to specific products or services that we provide you concerning your Accounts and related products and services, governs your Accounts with Discover Bank. Please read and keep this Agreement for your records. You agree to use your Accounts only for personal, family, or household purposes and not for business or other non-personal purposes. Deposit accounts established for business purposes are governed by a separate agreement. You accept this Agreement as described in Section 3.** This Agreement supersedes any prior agreements or communications that you may have had with us. The headings contained herein are provided for convenience only and are not substantive terms.

Your Account is subject to applicable clearinghouse rules. Your Account is being opened in and is located in Delaware. Except where noted, your Account and this Agreement are governed by Delaware and Federal law. If Delaware and Federal law are inconsistent, or if Delaware law is preempted by Federal law, then Federal law governs. **You may reject the Arbitration of Disputes agreement, as set forth in Section 35(j), including the waiver of your right to a jury trial. You must follow the procedures set forth in Section 35 if you want to reject the arbitration agreement.**

## (2) CUSTOMER INFORMATION AND ELIGIBILITY

### (a) Customer Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each individual and entity that opens an account.

#### What this means for you:

When opening an Account, we will ask you to provide your name, U.S. physical address (no P.O. Boxes), Social Security Number (“SSN”) or Employer Identification Number (“EIN”), Date of Birth for individuals, and other information that will help us to identify you. You may also be asked to provide a copy of your driver’s license, state ID card or other identifying documents.

It is your responsibility to maintain and promptly update any changes in the identifying information you provided to us at Account opening or during the time your Account is open. Some identifying information, such as physical address, mailing address, phone number, and email address, can be updated online through the Account Center or you can update this information by calling us at 1-800-347-7000.

### (b) Eligibility

(i) To open a new Account, each Account owner must be a U.S. citizen, U.S. resident alien or other U.S. person, and at least 18 years old, and have a valid SSN or EIN and a valid physical U.S. address. To open an Account under the Delaware Uniform Transfer to Minors Act, you must be at least 21 years old.

(ii) You (for joint Accounts, the Primary Accountholder as defined in Section 3) are required to be Account Center registered to open and maintain your Cashback Debit Account. Failure to register and maintain registration in the Account Center will result in closure of

your Cashback Debit Account. You will be required to download the Discover App in order to open a new Cashback Debit Account.

(iii) There are additional eligibility requirements for the Discover Student Deposits Program. Please see Section 7 for more details.

(iv) We may obtain information about you from third parties, including credit or other consumer reporting agencies that will help us determine if we will open the Account you have requested.

This may include verification of employment and credit or other consumer reports or other reports from account information services. These inquiries may delay account opening. If you apply for an account and we decline to open one as the result of information from a consumer report or another report from a consumer reporting agency, we will tell you the name, address and phone number of the consumer reporting agency.

(v) We do not open or maintain Accounts for customers with foreign tax status (e.g., W-8 filing status). We only open and maintain Accounts for consumers who can certify their W-9 status. If you notify us that you are no longer eligible to W-9 certify, we will close your Accounts as described in Section 24.

(vi) There may be additional eligibility requirements imposed at our discretion. We reserve the right to decline to open an Account for you for any lawful reason.

### **(3) AGREEMENT ACCEPTANCE/W-9 CERTIFICATION**

As a condition to open and maintain an Account with us, you must do the following:

- (i) Indicate your acceptance of the Agreement.
  - a. For Accounts opened online, the acceptance of the Agreement is included as part of the online application.
  - b. For Accounts opened by phone, fax, mail, or at the Branch, the acceptance of the Agreement can either occur online for eligible accounts, on the Signature Card, or on the application. We must receive your acceptance of the Agreement before any debits, including withdrawals, are permitted on your Cashback Debit Account, Branch Checking Account, Online Savings Account, Statement Savings, Money Market Account, or Non-IRA CD Account.
  - c. You also accept the Agreement by opening or using the Account.
- (ii) Complete W-9 Certification. If we do not receive a completed W-9 certification from the Accountholder whose name appears first on the Account (“Primary Accountholder”) or already have a signed W-9 on file, the Account(s) may be subject to backup withholding, as set forth in Section 8(b), or we may close the Account(s) and return the funds to you, without interest, by mail or other reasonable means as determined by us and you will not be entitled to any special incentives that may have been offered to you for opening your Account.
  - a. For Accounts opened online, W-9 certification is included as part of the online application.

b. For Accounts opened by phone, fax, mail or at the Branch, W-9 certification can either occur online for eligible accounts, on the Signature Card, or on the application.

- (iii)(a) *New IRA Plans:* (1) If you open a new IRA Plan(s), you will have 60 days (starting with your IRA application date) to return the correctly and fully completed IRA application and Signature Card (“IRA Documents”). You will have an additional 60 days from the date we receive the completed IRA Documents to return the IRA contribution form(s) (“Contribution Form(s)”) and fund your IRA. If we do not receive the signed IRA Documents within 60 days from your application date, or if we do not receive the Contribution Form(s) and funding within 60 days from the date we receive the signed IRA Documents, your application will be deemed abandoned and your IRA will not be opened. If you provided ACH funding instructions or internal transfer funding instructions during the IRA application process, the instructions will be executed once the correctly and fully executed IRA Documents and Contribution Form are received by us. Any type of contribution received prior to our receipt of the IRA Documents and Contribution Form will be returned. However, if a check is received prior to the receipt of the IRA Documents or the Contribution Form, we will hold it for up to 30 days. If the correctly and fully executed IRA Documents and Contribution Form are not received, the check will be sent back to the address noted on the application after 30 days. IRA funding checks will not be deposited and no interest will be paid until the IRA is opened. We are entitled to a reasonable amount of time after receipt of your IRA Documents and Contribution Form to process them, open your IRA, and post your contribution. (2) If you revoke a new IRA Plan(s), you will have 10 days from the date we receive your fully completed IRA application. If you choose to revoke your IRA Plan during those 10 days, we will close all of your IRA accounts in the revoked IRA Plan and return any funds to you without interest. For IRA CD Accounts, we will also waive the applicable Early Withdrawal Penalty.

(b) *For Existing IRA Plans:* If you open an IRA under an existing IRA Plan, you will have 60 days starting with the application date to return the Signature Card and Contribution Form and fund your IRA. If we do not receive the signed Signature Card, signed and correctly completed Contribution Form and funding within 60 days starting with the application date, your application will be deemed abandoned and your IRA will not be opened. If you provided ACH funding instructions or internal transfer funding instructions during the application process, the instructions will be executed once the correctly and fully executed Signature Card and Contribution Form are received. Any type of contribution received prior to our receipt of the Signature Card and Contribution Form will be returned. However, if a check is received prior to the receipt of the Signature Card and Contribution Form, we will hold it for up to 30 days. If the

correctly and fully executed Signature Card and Contribution Form are not received, the check will be sent back to the IRA Plan mailing address after 30 days.

We are entitled to a reasonable amount of time after receipt of your Contribution Form and contribution to process them, open your IRA, and post your contribution to it.

(c) If you open a new IRA Plan or a new IRA under an existing IRA Plan for a prior year contribution, all documents, including the correctly completed IRA application, Signature Card and Contribution Form must be returned to Discover Bank, along with the prior year contribution, and received and processed by us by the tax filing deadline. We are entitled to a reasonable amount of time after receipt to process your prior year contribution and post it to your IRA. If funding via check, the check must be postmarked on or before the tax filing deadline.

- (iv) For Formal Trust Accounts, as defined in Section 6(c)(i), we must receive a correctly and fully completed Formal Trust Account Application and Trustee Certification Form (“Trust Documents”) before we will open your Account. If a check is received prior to the receipt of the correctly and fully completed Trust Certification Form, we may hold it for up to 30 days. If the correctly and fully completed Trust Documents are not received, the check may be returned. Formal Trust Account funding checks will not be deposited and no interest will be paid until the Formal Trust Account is opened.

#### **(4) FDIC INSURANCE**

Funds in Discover Bank Accounts are insured by the Federal Deposit Insurance Corporation (“FDIC”) to the maximum allowed by law. For more detailed information on FDIC insurance coverage, contact the FDIC directly by visiting [www.fdic.gov](http://www.fdic.gov) or by calling 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618).

#### **(5) INTEREST**

- Interest is compounded daily, credited monthly, and calculated on a 365-day basis for interest-bearing Accounts.
- We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the balance in the Account each day.
- If we receive your deposit before your non-IRA Savings, Money Market, or non-IRA CD Account is opened, interest will begin to accrue on the deposit on the Business Day your Account is opened. Once an Account is opened, interest begins to accrue on a deposit on the Business Day we receive your deposit.
- For contributions to an IRA under an IRA Plan, interest begins to accrue on a contribution on the Business Day we post the contribution to your Account. See Section 3(iii) for additional information regarding opening an IRA and a new IRA Plan and Section 10(f) regarding contributions to an IRA Savings Account.

#### **(a) Certificates of Deposit**

##### **(i) Non-IRA CD Accounts**

- The maturity date or term, interest rate and annual percentage yield (“APY”) in effect on your application date for your Non-IRA CD Account will be disclosed to you at the time of application. However, maturity date, the interest rate and APY on your Non-IRA CD Account will be determined and the interest rate will be fixed based on your funding date, not your application date.
- Once we receive funding for your Non-IRA CD Account, your interest rate and APY will be determined as of the date of receipt of the funds and the interest rate will be fixed for the term of the Non-IRA CD Account.
- If we receive your Non-IRA CD Account funding within ten (10) days starting with the date your application is submitted, your Non-IRA CD Account interest rate and APY will be the highest of the interest rates we offered (applicable to your Non-IRA CD Account) on either: (1) the date you submitted your application, (2) the date your Account was opened, or (3) the date we received your funding. If we receive your funding more than ten (10) days (including your application date) after your application date, your Non-IRA CD Account interest rate and APY will be the interest rate and APY we offer (applicable to your Non-IRA CD Account) on the date we receive the funding. Please note, even though you are provided with an Account number to facilitate funding, and you may receive communications thanking you for opening an Account, the Account is not considered open until we receive the funding for the Account.

- The interest rate, APY, and maturity date for your Non-IRA CD Account will be confirmed in your Welcome Kit.
- You will have 45 days to fund your non-IRA CD Account starting from the date you apply for the account.

##### **(ii) IRA CD Accounts**

- Your IRA CD Account maturity date and interest rate is fixed for the term of your IRA CD Account.
- Your IRA CD Account interest rate and APY are determined at the later of when (i) a correctly completed IRA application, Signature Card, and Contribution Form have been received by us and (ii) your IRA CD Account has been funded.
- We will send you written confirmation of the interest rate, APY and maturity date of your IRA CD Account after it is opened and funded.

##### **(iii) Interest Earned During the Grace Period**

Interest will not accrue during the Grace Period (as defined in Section 19); however, if some or all of your CD is renewed, a catch-up accrual will be processed at the end of your Grace Period for interest earned at the interest rate that was in effect on the date your CD matured (the “CD Renewal Rate”). The catch-up accrual will be calculated as follows:

- a. If your CD renews automatically (the default setting), or as a result of your affirmative instructions, interest at the CD Renewal Rate will be applied to the amount of your renewed CD at the end of your Grace Period retroactively to the start of your Grace Period.
- b. If a partial withdrawal is made during the Grace Period, the withdrawn funds will earn interest at the CD Renewal Rate from the maturity date to (and including) the day before the withdrawal.
- c. If you add to your principal during the Grace Period, (1) interest at the CD Renewal Rate will be applied retroactively to the start of your Grace Period for the original principal amount, and (2) interest at the CD Renewal Rate will begin to accrue for the amount that you add as of the date of the additional deposit.

Interest will not be earned during the Grace Period if you elect not to renew your CD as specified in Section 19.

#### (iv) General

##### (a)(i) General CD Terms:

- Any confirmation letter or notice you receive after opening a CD Account is not a certificate or other instrument and is not transferable, except on our records.
- The APY assumes interest remains on deposit until maturity.
- A withdrawal of interest or principal will reduce earnings.
- Interest will be paid to and remain in your CD if:
  - You do not specify an interest disbursement option;
  - The Account designated to receive interest payments is closed; or
  - Interest payments are returned.

##### (ii) Non-IRA CD Accounts:

- During the term of your Non-IRA CD Account, interest earned on and posted to your Non-IRA CD Account may: (i) remain in your Non-IRA CD Account, (ii) be sent via an official bank check, (iii) be transferred to an eligible Discover Account that you own, or (iv) for Non-IRA CD Accounts currently enrolled, be transferred to an external bank account at another financial institution, provided that the financial institution allows such transfers. Non-IRA CD Accounts currently enrolled in the external bank account interest disbursement option will continue to receive interest under this method. Any change in interest disbursement for Non-IRA CD Accounts will be limited to options (i), (ii), and (iii) above. For interest transfers to an external bank account, the transfer will be initiated on the date the interest is posted to your Non-IRA CD Account each month and will be delivered to the external bank.

##### (iii) IRA CD Accounts:

- During the term of your IRA CD Account, interest earned on and posted to your IRA CD Account may: (i) remain in your IRA CD Account, (ii) be transferred to an eligible Discover Account that you own, subject to you providing written distribution instructions or (iii) be transferred to an external bank account at another financial institution, provided that the financial institution allows such transfers and you have provided us completed distribution instructions. For interest transfers to an external bank account, the transfer will be initiated on the date the interest is posted to your IRA CD Account each month and will be delivered to the external bank.

#### (b) Money Market Accounts and Savings Accounts

Your Money Market Account or Savings Account earns interest at interest rates established by us on a daily basis. Money Market Account interest rates and APYs are based on your account balance and the applicable balance/interest rate tier. At our discretion, we may change the interest rate and APY on your Money Market Account or Savings Account at any time. Any change in the interest rate and APY will be effective on the date of such change. Interest is accrued daily after debits and credits are posted to your Account.

#### (c) Checking Accounts

A Cashback Debit Account and Branch Checking Account do not earn interest. However, special promotion bonuses and credits may be treated as interest for tax information reporting and other purposes.

#### (6) ACCOUNT OWNERSHIP

The following chart sets forth the account type and eligible ownership categories:

	Cashback Debit and Branch Checking	Online Savings and Statement Savings	Money Market	Non-IRA CD	IRA
Individual Account	✓	✓	✓	✓	
Joint Account	✓	✓	✓	✓	
Formal Trust Account			✓	✓	
Informal Trust Account (POD)	✓	✓	✓	✓	
Custodial Account		✓	✓	✓	
Estate Account			✓	✓	
Individual Retirement Account					✓
Guardianship Account		✓	✓	✓	



You may not open more than one (1) Cashback Debit Account per customer, including individual and joint Accounts. For current Cashback Debit Account customers **whose Accounts were opened prior to the effective date of this Agreement**, the limit will not apply to your existing accounts, but no additional Cashback Debit Accounts may be opened unless all of your existing Cashback Debit Accounts are closed.

Except as to how ownership and beneficiary designations determine to whom we pay the account funds, we make no representations regarding the effect of ownership and beneficiary designations or whether such ownership and beneficiary designations are appropriate. If you have questions about the legal or tax implications of these ownership types, please consult your attorney or tax advisor. The following is a more detailed description of the ownership categories.

#### **(a) Individual Account**

An individual Account is an Account held solely by one natural person (i.e., a living person) without a designated beneficiary.

#### **(b) Joint Account**

- A joint Account is an Account held by more than one natural person. All joint Accounts are established as joint tenancy with right of survivorship only. Joint tenancy with right of survivorship means that if an owner of a joint Account dies, the balance in the joint Account passes to the remaining owner(s) of the joint Account. We do not offer any other type of joint Account (i.e., tenants in common or tenants by the entirety).
- If a joint Account is established without the signature of one of the joint owners, we are not obligated to accept instructions from that joint owner but may do so at our discretion, and you agree to hold us harmless based on our reliance upon your designation of the joint owner for whom a signature was not provided.
- Any funds deposited to a joint Account by any of its owners shall be owned by all joint owners.
- Each owner of a joint Account may deposit to, make withdrawals or transfers from, or issue stop payment orders with respect to the joint Account without notice to or consent from any of the other owners of the joint Account.
- The joint Account may be closed by either joint owner. However, a joint owner may not remove another joint owner from the joint Account.
- Any action of one owner of a joint Account shall be binding upon all owners of a joint Account.
- We may act upon the direction of one or more owners of the joint Account without notice to or consent from any of the other owners of the joint Account.
- Each owner of a joint Account is jointly and severally responsible and liable for the acts and omissions of each of the other owners of the joint Account. Each owner of a joint Account agrees to

release us from all liability in connection with any instructions or payments we receive from any other owner of the joint Account.

- Each owner of a joint Account appoints each of the other owners of the joint Account as his or her agent and attorney in fact with power to endorse and deposit items payable to him or her in the joint Account.

If an owner of a joint Account makes adverse claims or demands concerning the joint Account, we may, in our sole discretion, refuse to recognize such claims or refuse to take action until the rights of all interested parties have been resolved to our satisfaction and we are provided a copy of an agreement signed by all owners of the joint Account.

### **(c) Trust Account**

#### **(i) Formal Trust Account**

A formal trust Account is an Account established in the name of a trust by a trustee appointed under a written trust instrument, such as a revocable living trust or testamentary trust. We will require you to execute a Trust Application and a Trustee Certification Form, which we will provide to you, and we may require you to provide excerpts from the trust document or other documentation. Certain types of Trusts may require additional documentation. We will act in reliance on the information contained in the Trustee Certification Form, and we undertake no obligation to either you or any beneficiary for complying with the terms of the trust document. We have no duty to monitor Accounts for formal trusts to ensure that the trustee(s) act according to the terms of the formal trust and/or in the best interest of the trust or trust beneficiary(ies). Note: There are certain types of Trusts that we do not support.

#### **(ii) Informal Trusts - Payable on Death (POD)/In Trust For (ITF) Account**

- An informal trust account (sometimes called a Payable on Death (“POD”), In Trust For (“ITF”), or Totten Trust Account) is an Account established by one or more natural persons naming one or more natural persons as beneficiaries. Proof of death that all owner(s) are deceased and additional documentation is required prior to distribution of the funds to beneficiaries.
- To name a beneficiary on an Account, we may require you to provide certain personal identifying information (for example, a Social Security Number and date of birth) of your beneficiary.
- If you establish an Account as trustee for a third person without providing a Trustee Certification form or presenting excerpts from the trust as may be requested, we will treat the Account as an informal trust Account.
- During their lifetime, the owner(s) of an informal trust account may deposit to and withdraw or transfer funds from the Account, close the Account, change beneficiaries at their discretion or take any other permitted action with respect to the Account as if the Account were an individual Account or a joint Account, as applicable.

- A beneficiary of the informal trust Account is entitled to funds in the Account only if the beneficiary is living at the time all Account owners are deceased.
- Upon our receipt of proof of death that all owners are deceased and additional documentation as required by us, the funds in the Account will be distributed to each beneficiary (or to his or her personal representatives or estate as applicable) who survives the Account owners. If no beneficiary survives the death of the Account owners, title to the Account will vest in the estate of the last surviving Account owner.
- If you designate more than one beneficiary you may customize your elections for each beneficiary, in whole number percentages only (e.g., 5%, 10%) and they must total 100%. If you do not customize your elections, each beneficiary will receive an equal share of the funds from your Account. In the case where you have 3 or 6 beneficiaries, some beneficiaries will receive a fractional percentage more in order for the total shares to equal 100%.
- If one or more of your designated beneficiaries pre-decease you, the funds that would have been allocated to the deceased beneficiary will be distributed to the remaining living beneficiaries on a pro-rata basis.
- An informal trust Account may be owned individually or as joint tenants with right of survivorship and is subject to section 6(a) or 6(b), as applicable.

**(d) Custodial Account - Delaware Uniform Transfer to Minors Act**

A custodial Account is opened and maintained by an adult (the “Custodian”) for the benefit of a minor, pursuant to the Delaware Uniform Transfer to Minors Act (“DE UTMA”). Each custodial Account may designate only one Custodian on behalf of one minor. A successor custodian may be named for each custodial Account. Funds deposited into a custodial Account are irrevocably granted to the minor on the date of the gift and are then owned by the minor. The Custodian agrees to hold and use for the minor’s benefit any funds deposited into the custodial Account until the minor reaches the age of majority, (presently, age 21), at which point it is the responsibility of the Custodian to transfer the property to the minor pursuant to the DE UTMA. The minor will not have authority to withdraw funds from the custodial Account. Once we receive documentation showing that the minor has reached the age of majority, we may at our sole discretion, but are not obligated to (i) restrict access to and/or limit transactions on the account if the Custodian fails to transfer the property as required by law, (ii) accept direction from the minor with respect to the closure or re-titling of the custodial Account and delivery of the funds to the minor. Before accepting direction from the minor, we may but are not obligated to, require the Custodian to agree to such action. We have no duty to monitor custodial Accounts or the status of the Custodian or minor, nor do we have any duty to

monitor or ensure that the Custodian is acting in the minor’s best interest.

**(e) Estate Account**

An estate Account is an Account opened in the name of a decedent’s estate by the estate’s personal representative. If the estate has more than one personal representative, each personal representative represents to having the authority to act severally/ independently regarding the estate Account, including the power to order withdrawals from the Account.

**(f) Individual Retirement Account**

We offer Traditional and Roth IRA CD Accounts and IRA Savings Accounts. IRAs are also governed by a separate IRA Plan Agreement and disclosures that we furnish to you at IRA Plan opening. There are separate Plan Agreements and disclosures for Roth and Traditional IRA Plans. The required forms must be completed and returned prior to funding, as set forth in Section 3(iii).

**(g) Guardianship Account**

A guardianship Account is an Account maintained by a court-appointed guardian on behalf of a person who is either a minor or legally incapacitated (the “Ward”). We have no duty to monitor Accounts for guardianships to ensure that the guardian(s) act according to the terms of the guardianship.

**(7) DISCOVER STUDENT DEPOSITS PROGRAM**

**(a) Program Description**

The Discover Student Deposits Program is no longer offered, but remains available only to university or college students who came to Discover Bank through the RefundSelect<sup>SM</sup> and eRefunds PLUS<sup>SM</sup> Program and received Title IV funds disbursements from universities or colleges where Discover offered its Student Checking Account.

**(b) Criteria to Maintain Account**

To maintain your Discover Student Checking Account, a customer must meet the following school enrollment status requirement:

- You must have been considered an enrolled student by your university or college at some point in the past 24 months as determined by Discover. In other words, if you are no longer enrolled in school and remain unenrolled for 24 consecutive months, you will no longer be eligible to participate in the Discover Student Deposits Program.

**(8) INCOME TAX REPORTING AND WITHHOLDING**

**(a) Taxpayer Identification Number**

We will use the Taxpayer Identification Number (“TIN”) described below for income tax reporting purposes:

- (i) Individual Account (including informal trust accounts and IRAs): The TIN provided by the Accountholder.
- (ii) Joint Account (including informal trust accounts): The TIN of the Primary Accountholder.
- (iii) Custodial Account: The TIN of the minor.

- (iv) Trust Account: The Employer Identification Number (“EIN”) of the trust, or, if none, the TIN of the grantor.
- (v) Estate Account: The EIN of the decedent’s estate or the decedent’s TIN if the estate is not issued an EIN or the EIN is not provided to us.
- (vi) Guardianship Account: The TIN of the Ward.

**(b) Backup Withholding**

We may be required by the Internal Revenue Service (“IRS”) to withhold interest or other reportable income on your Account(s) if you do not furnish us with your correct TIN or do not properly certify that you are not subject to backup withholding (e.g., complete the W-9) or if otherwise instructed by the IRS.

**(c) State Tax Withholding**

**(i) Cashback Debit, Branch Checking, Online Savings, Statement Savings, Money Market, and Non-IRA CD Accounts**

Your state of residence, as determined by your physical address of record with us, will determine if you are subject to state income tax withholding. Some states have no income tax. For additional information and details that are specific to you on state tax withholding requirements, you should consult a tax advisor or your state’s tax authority.

**(ii) IRA Accounts**

State tax withholding laws on IRA distributions vary by state. Therefore, when requesting an IRA distribution, any state tax withholding will be based on your state of residence, as determined by your physical address of record with us.

- For Traditional IRAs, your state’s tax laws may require that we withhold a portion of the gross IRA distribution.
- For Roth IRAs, state tax is typically not withheld unless requested by you.

Even if you elect in writing not to have federal and/or state income tax withheld, you are liable for payment of federal and state income taxes, if applicable, on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your withholding and payment of estimated tax, if any, are not adequate. We may be required to withhold more federal and/or state taxes on your IRA distribution than you have requested in your withholding election. Your income tax withholding election will apply to all distributions from your IRA Plan, including recurring and one-time distributions, from the time the withholding election is received and applied until you revoke and/or provide new withholding instructions for that plan. A change of address may cause a delay in processing an IRA distribution, if state withholding requirements are impacted. For more information, consult your tax advisor.

**(9) CHECKS**

**(a) Checks**

- We reserve the right not to accept checks or deposits or withdrawal forms not provided by us.
- Checks may not be drawn against Savings Accounts or CDs.
- We reserve the right to refuse to honor any checks drawn against your Account on which there is either no signature or a signature of questionable validity if we suspect the check was not authorized by you.
- We reserve the right to pay any check before the date you have written on it (i.e., a postdated check) or if it is more than six (6) months old (i.e., a stale check).
- Our check payment process is highly automated and we receive checks in great volume. Although we inspect some checks and other items from time to time, at our discretion, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it was not authorized by you, we are not liable to you even if the check was actually authorized. We have no duty to prevent a check from being presented more than once.

If a check drawn on your Account is presented for payment at our Branch, by a person who is not a Discover deposit Accountholder (a “non-Discover customer”), you agree that we may require the non-Discover customer to provide identification as a condition for cashing a check drawn on your Account. You also agree that we may refuse to pay any such check if the non-Discover customer refuses to furnish such identification. Such refusal shall not be considered wrongful dishonor of the check by us. You also agree that we may refuse to cash or otherwise honor any check exceeding \$5,000, which is presented to us at the Branch by any person, even if the check is properly payable and that person can verify his/her identity as the holder of such check. Such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with his/her financial institution and have the check presented to us through regular banking channels.

**(b) Preauthorized Checks**

You may allow a third party to create a check drawn against your Cashback Debit Account, Branch Checking Account or Money Market Account by communicating your Account number to that third party. However, if you choose to permit such a check, you agree: 1) to accept sole responsibility for ensuring that the amount of the check is both authorized and accurate; and 2) that we are not liable if we either pay or refuse to pay any check that you have authorized a third party to create if that check does not bear your signature.

**(c) Check Conversion**

You may authorize a merchant or other payee to use your Cashback Debit Account, Branch Checking Account or Money Market Account check as a source of Account information

to initiate an electronic withdrawal from your Account. The merchant/payee uses the check information, along with the transaction amount, to initiate an Automated Clearing House (“ACH”) debit transaction. Please note that this type of transaction generally results in funds being withdrawn from your Account faster than a normal check transaction. This type of transaction from a consumer account is governed by the Electronic Fund Transfer Act, and is subject to the Electronic Fund Transfer disclosures found in Sections 27 and 28 of this Agreement.

## **(10) DEPOSITS**

### **(a) General**

(i) Deposits may be made by:

- Mailing a check to us
- Mobile check deposit (subject to the Mobile Check Deposit Service User Agreement Addendum)
- ACH transfer
- Internal transfer
- Wire transfer
- Cash, checks or travelers checks in person at the Branch

(ii) We will not accept mailed cash deposits.

(iii) For posting times regarding check and cash deposits, see the chart in Section 10(e).

(iv) We reserve the right to refuse, limit or return any deposit. Any non-cash items deposited to your Account (including items drawn “on us”) will be given provisional credit until final payment of the item.

(v) Travelers Checks: Travelers checks received by us for deposit by mail or through the Branch Night Depository Box will be returned to you.

(vi) Returned Deposited Items: We will reverse any interest, accrued or paid, on any returned item. If the reversal results in your Account being overdrawn, the overdrawn amount is a Debt as described in Section 20. You also agree to indemnify and hold us harmless against:

- any additional losses resulting from nonpayment of any item cashed against or deposited into your Account and
- all losses due to any preauthorized credit to your Account that we do not receive.

These losses include, but are not limited to, all related costs, expenses and reasonable attorney fees (including the cost of any attorney employed by us), which, if incurred, are also a Debt.

(vii) You may use the Branch Night Depository Box for Money Market, Cashback Debit, Branch Checking, Statement Savings, and Online Savings Account deposits only. All deposits must be in a sealed envelope or bag. Night deposits are processed during Business Days. Deposits made between 9am ET and midnight, or at any time on a non-Business Day, will be processed the next Business

Day. Deposits made between midnight and 9am ET on a Business Day will be processed the same Business Day.

(viii) Early Pay. At our discretion and dependent on the timing of our Automated Clearing House (ACH) direct deposit instructions, we may make funds from ACH direct deposits available to you before we receive final funds from your payor. This feature is automatically available to Cashback Debit, Branch Checking, Statement Savings, Online Savings, and Money Market customers who receive qualifying ACH direct deposits (such as salary, pension, or government benefits) from a business, government entity or other organization. There is no fee for the service, and customers do not need to enroll. Not all ACH direct deposits are eligible for Early Pay, eligibility may vary between pay periods, and transaction limits apply.

If your payor reduces or reverses the direct deposit, or we are otherwise unable to collect the funds, then you are responsible for returning the funds to us, even if you have withdrawn the funds. We may withdraw any amount due as a result of your withdrawal of uncollected funds from your Account, even if it creates an overdraft. We may change or terminate the Early Pay feature, in our sole discretion, without prior notice.

### **(b) Checks**

#### **(i) Domestic Checks**

- To help avoid returned checks, please make sure checks submitted for deposit are payable to you and properly endorsed by all parties.
- We reserve the right to reject all third party checks.
- You may be eligible to deposit checks using your mobile phone. Mobile check deposits are subject to the Discover Bank Mobile Check Deposit Service User Agreement Addendum, located in the Account Center.
- If you deposit a check that is returned to us unpaid, we will deduct the amount of the returned check from your Account balance.
- If you deposit a check that is returned for insufficient or uncollected funds, we may re-present the check for payment a second time without notice to you. At our discretion, the check may be re-presented electronically by us.

#### **(ii) Foreign Checks**

- We reserve the right to refuse items payable in foreign currency or drawn on a foreign bank located outside the United States (“Foreign Item”).
- If we accept a Foreign Item, we may accept it for collection only and you bear all risks associated with the collection of the item, including any fees charged by other banks associated with collection and any exchange rate risk.
- We may not credit funds from a Foreign Item to your Account until the first Business Day after we receive final payment

for such funds from the paying bank. The paying institution determines if and when it will pay a Foreign Item that we accepted for collection.

- The Funds Availability policy set forth in Section 15 does not apply to Foreign Items.

**(c) Endorsements**

If any check deposited to your Account does not have your endorsement, we may endorse it for you or treat the check as if you had endorsed it. We are not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement made “without recourse.”

**(d) CDs**

After a CD is opened and funded, additional deposits are not allowed. For renewing CDs, deposits are only allowed on the maturity date and during the Grace Period (as defined in Section 19 below).

**(e) Cutoff Times**

The following chart describes the cutoff times for posting deposit transactions to your Account:

Check Deposits sent via Mail	Received by 12pm ET on a Business Day <i>Will Post: Day of Receipt</i>	Received after 12pm ET on a Business Day or any time on a Non-Business Day <i>Will Post: Next Business Day</i>
Check/Cash Deposits made in person to one of our employees at the Branch	Received before close on a Business Day <i>Will Post: Day of Receipt</i>	
Check/Cash Deposits made through the Branch Night Depository Box	Received between midnight and 8am ET on a Business Day <i>Will Post: Day of Receipt</i>	Received between 9am ET and midnight on a Business Day or any time on a Non-Business Day <i>Will Post: Next Business Day</i>

As explained elsewhere in this Agreement, for deposits that are accompanied by documentation that requires additional processing (e.g., IRA Documents, Trust Documents), we may require a reasonable time to process documents before the deposit will post.

**(f) IRA Savings Account Contributions**

In order to make a contribution to your existing IRA Savings Account, you must submit a valid Contribution Form. If you provided ACH funding instructions or internal transfer funding instructions, the instructions will be executed once the correctly and fully executed Contribution Form is received by us. We are entitled to a reasonable amount of time after receipt of your Contribution Form to process it and post your contribution. Any type of contribution received prior to our receipt of the Contribution Form will be returned. However, if a check is received prior to the receipt of the Contribution Form, we will hold it for up to 30 days. If the correctly and fully executed Contribution Form is not received, the check will be sent back to the mailing address of record for the IRA Plan. IRA contribution checks will not be

deposited and no interest will be paid until the Contribution Form is received.

**(11) WITHDRAWALS**

**(a) Product Restrictions**

**(i) CD Withdrawals and IRA Distributions**

**(a) CD Interest**

See Section 3 and Section 5(a).

**(b) CD Principal**

If you withdraw all or part of the amount of your initial deposit or the amount of your renewed deposit in the case of a renewed CD (“Issue Amount”) from your CD except at maturity or during the Grace Period (as defined in Section 19) and except as provided in Sections 3(iii) and 24(c), we may assess an Early Withdrawal Penalty.

**(c) CD Initial Funding Withdrawal**

You may withdraw funds from a non-IRA CD only after seven (7) days from the date of initial funding.

If you request to withdraw funds sent to us via ACH or wire transfer within sixty (60) days of the initial funding, the funds will be returned to the same account from which the funds were sent to us to be deposited into the new CD.

**(d) Early Withdrawal Penalty**

An Early Withdrawal Penalty, as outlined in Section 36 will be assessed if you withdraw funds from your CD before the Maturity Date.

**(e) IRAs**

**(i) Required Minimum Distribution: To request a**

required minimum distribution, a correctly completed distribution form (“Distribution Form”) must be received by us on or before December 15th. We are entitled to a reasonable amount of time after receipt of your Distribution Form to process it. If your Distribution Form designating a required minimum distribution is received after December 15th, we make no guarantee that the distribution will occur before December 31st.

**(ii) Transfer:** To request a bank-to-bank transfer, a correctly completed transfer form (“Transfer Form”) from the receiving institution must be received by us. Transfer Forms that are not complete, signed and dated by the receiving Institution will not be honored. For distributions from IRA CD Accounts during the Grace Period through a bank to bank transfer, the correctly completed Transfer Form must be received by us before the end of your IRA CD Account Grace Period. If the Transfer Form is received by us after the end of the Grace Period, your transfer distribution may be subject to an Early Withdrawal Penalty.

**(iii) Rollover:** To request a rollover distribution from your IRA, a Distribution Form must be completed

and received by us. Distribution Forms that are not correctly completed, signed and dated will not be honored. For rollover distributions from an IRA CD Account during the Grace Period, the correctly completed Distribution Form must be received by us before the end of your IRA CD Account Grace Period. If the Distribution Form is received by us after the end of the Grace Period, your rollover distribution may be subject to an Early Withdrawal Penalty. We are entitled to a reasonable amount of time after receipt of your Distribution Form to process it.

(f) Please see Section 36 for more information on Early Withdrawal Penalties.

**(ii) Money Market Account and Savings Account Withdrawals**

The number of certain types of withdrawals and transfers from your Money Market Account or Savings Account is limited to a combined total of six (6) per calendar month per Account. The chart below describes the transactions that are limited and those that are not.

Withdrawals and Transfers Transactions	
<p><i>Limited to a combined total of six (6) per calendar month per Account:</i></p> <ul style="list-style-type: none"> <li>• Checks (applicable to Money Market Accounts only)</li> <li>• Point-of-sale (“POS”) Debit Card transactions (applicable to Money Market Accounts only)</li> <li>• ACH transfers</li> <li>• Wire transfers</li> <li>• Telephone transfers</li> <li>• Online transfers</li> <li>• Transfers to repay a loan at Discover Bank</li> <li>• Peer-to-Peer (P2P) payments</li> <li>• Overdraft Protection Service transfers</li> </ul>	<p><i>Unlimited number of withdrawals and transfers:</i></p> <ul style="list-style-type: none"> <li>• Made in person</li> <li>• At an ATM (applicable to Money Market Accounts only)</li> <li>• By messenger</li> <li>• By mailing a request or speaking to a telephone representative to have an official bank check mailed to you</li> </ul>

If during any calendar month you exceed these transaction limitations, we may refuse to pay each transaction in excess of the limitations. Transactions are counted based on the posting date. If you exceed these transaction limitations on more than an occasional basis, we reserve the right to close your Money Market or Savings Account or change the Account to a Cashback Debit or Branch Checking Account. We retain the right to require at least seven (7) days prior written notice for any withdrawal.

**(iii) Cashback Debit Account and Branch Checking Account Withdrawals**

You may make unlimited withdrawals and transfers of any type from your Cashback Debit Account or Branch Checking Account up to your available balance and in accordance with the transaction limitations stated in this Agreement, and other agreements we may have with you, regardless of the withdrawal method.

**(b) Posting Order for Cashback Debit, Branch Checking, Money Market, Statement Savings and Online Savings**

The following chart describes when items will be posted to your Account:

Posting Order for Cashback Debit, Branch Checking, Money Market, Online Savings and Statement Savings Accounts	
Beginning of each Business Day	<ul style="list-style-type: none"> <li>• Internal transfers previously scheduled for that Business Day</li> </ul>
Throughout the Business Day	<ul style="list-style-type: none"> <li>• ACH Deposits</li> <li>• ACH withdrawals initiated externally</li> <li>• ACH withdrawals you initiate in the Account Center from your Account to an external account and Discover online bill payments sent as electronic payments</li> <li>• ATM withdrawals and related third party fees</li> <li>• POS Debit Card purchases (including temporary holds and settlements)</li> <li>• Cash and official bank check withdrawals</li> <li>• Cash deposits</li> <li>• Internal transfers scheduled for the same day</li> <li>• Incoming and outgoing wire transfers and related service charges</li> <li>• Checks that you deposited to your Account that have been returned unpaid</li> <li>• Peer-to-Peer (P2P) payments</li> </ul>
End of each Business Day	<ul style="list-style-type: none"> <li>• Check Deposits</li> <li>• Interest</li> <li>• Other Debits (Discover online bill payments by checks, other checks)</li> <li>• Overdraft Protection Service transfers</li> </ul>

To provide prompt credit when a check drawn on Discover Bank is deposited to another Discover Bank account, we debit the account on which the check is drawn at the same time that we credit the account to which the check is deposited. In this circumstance, the debit may be processed prior to other credits to the same account.

Generally, items posted to your Account are paid in the order they are received by type of transaction. However, for transactions processed at the end of the Business Day, if there are insufficient funds in your Account to pay all debits presented, we will post and pay checks, and check-based bill payments initiated by you through the Account Center in order from lowest to highest dollar amount. If an item presented to us for payment is being returned unpaid, the return transaction will post to your Account on the following Business Day.

**(c) Insufficient Funds**

Generally, we will not pay or honor any withdrawal or transfer against your Account if there are insufficient available funds to satisfy the full amount. In this case the transactions will be returned unpaid. In the event we pay an overdraft in our discretion, that amount is a Debt as described in Section 20 and you agree to repay us that amount. Should we have to collect on that Debt, you agree to pay the fees and costs of our doing so.

#### (d) Unusual Transactions and Competing Claims

- We reserve the right to delay or decline any transaction on your Account if we suspect fraud, possible illegal activity, an account takeover or any other unusual activity that may affect your Account, or receive competing claims regarding your Account.
- Further, we reserve the right to suspend or freeze the funds in your Account or any other Accounts you maintain with us if you don't provide information we request, or we believe your Account may be subject to unauthorized, irregular, illegal or fraudulent activity. If we freeze or suspend any of your transactions on your Account, we may provide you notice as soon as is reasonably possible. However, we reserve the right to not provide such notice if we believe that such notice could result in a security risk to the owner of the funds, the Account or to us.
- We reserve the right to limit the amount of funds that may be withdrawn from your Account in cash, for security and other purposes.

#### (12) CASHBACK DEBIT REWARDS AND INCENTIVES

##### (a) Earn Rewards:

You may earn debit card *Cashback Bonus*® rewards based on qualifying debit card purchases made using your Discover Cashback Debit Account debit card. You will earn debit card *Cashback Bonus* rewards of 1% on qualifying debit card purchases on up to \$3,000 in purchases per calendar month. The maximum amount of Cashback Bonus rewards that may be earned each month is \$30 per account, including on joint accounts. For example, an eligible purchase of \$25.50 would be rounded to \$26.00 and you would earn \$0.26 in debit card *Cashback Bonus*, while an eligible purchase of \$25.49 would be rounded to \$25.00 and you would earn \$0.25 in debit card *Cashback Bonus*. An eligible purchase of \$0.49 or less would be rounded down to \$0.00 and would not earn a *Cashback Bonus*.

- (i) Except as provided in Section 12(a)(ii), qualifying debit card purchases include:
  - (a) Point-of-sale purchases made with your debit card; and
  - (b) Online purchases made with your debit card.
- (ii) Debit card transactions that are not eligible for 1% debit card *Cashback Bonus* rewards include:
  - (a) Transactions conducted at an ATM,
  - (b) The purchase of money orders, currency, coins, or other cash-equivalents, such as Bitcoins, negotiable items not yet deposited, U.S. treasury bills and commercial paper,
  - (c) Peer-to-Peer or Person-to-Person (P2P) payments, which are electronic money transfers made from one individual's bank account or credit card to another individual's bank account or credit card through a P2P payment application,
  - (d) Cash over portion of a point-of-sale purchase,

- (e) Loan payments or account funding made with your debit card, such as auto loan payments or prepaid card loading,
- (f) Purchases made using third-party payment accounts (P2P payments using services such as Venmo® or PayPal®) unless otherwise agreed to by us, and
- (g) Online sports betting or internet gambling transactions.

Merchants who accept Discover debit cards are assigned merchant codes based on the kinds of products and services they primarily sell. Merchant codes are not assigned by Discover. Even though a merchant or some of the items it sells may seem to fit within a rewards eligible category, the merchant code may not fall into that category. Rewards eligibility is determined based on the merchant code Discover receives in connection with a debit card transaction.

Your debit card *Cashback Bonus*® rewards will be earned each calendar month on qualifying purchases and will be posted to your debit card *Cashback Bonus* balance on the Business Day following your statement end date. Your Cashback Debit Account must be open with a balance greater than or equal to \$0 when debit card *Cashback Bonus* rewards are posted.

##### (b) Redeem Rewards:

###### (i) Customer Redemption

You may redeem your debit card *Cashback Bonus* on DiscoverBank.com. You may redeem your debit card *Cashback Bonus*® in any available amount via:

- A transfer to any of the following Discover Bank Accounts you own: Cashback Debit, Branch Checking, Money Market, Statement Savings, or Online Savings Accounts.
- A transfer to a Discover Credit Card *Cashback Bonus* account. Once rewards have been transferred to a Discover Credit Card *Cashback Bonus* account, they will be governed by the Discover Card *Cashback Bonus* Terms and Conditions and the rewards cannot be transferred back to the debit card *Cashback Bonus* account.
- Discover Auto Redemption of *Cashback Bonus* to Online Savings Service. You may enroll in our optional Auto Redemption to Online Savings Service for your Cashback Debit Account by visiting the Account Center. The Auto Redemption Service allows you to link an eligible Online Savings Account in order to automatically transfer your debit card *Cashback Bonus* on a monthly basis to the eligible Online Savings Account.  
and/or
- Other debit card *Cashback Bonus* rewards redemption options advertised on DiscoverBank.com from time to time.  
You may redeem your debit card *Cashback Bonus* if your Cashback Debit Account is open and has a \$0 or positive balance. For full details about redemption methods and amounts for debit card *Cashback Bonus*, visit DiscoverBank.com.

## **(ii) Discover Redemption**

We will redeem the rewards that are in your debit card *Cashback Bonus*® balance into the Cashback Debit Account where the rewards were earned if either: (i) your Cashback Debit Account has been at a \$0 balance for at least 180 consecutive days, or (ii) there has been no customer-initiated activity on or customer contact regarding your account for at least 365 consecutive days.

## **(c) Rewards and Cashback Debit Account Closure:**

Debit card *Cashback Bonus* rewards do not expire, but if your Cashback Debit Account is closed for any reason, unredeemed debit card *Cashback Bonus* rewards may be forfeited. If your debit card or account number is lost or stolen, or we issue you a new account number for any other reason, we will transfer your debit card *Cashback Bonus* balance to your new Cashback Debit account.

## **(d) Rewards Adjustments and Termination:**

We may make adjustments to your debit card *Cashback Bonus* based on your debit card activity. For example, we will decrease the balance in your debit card *Cashback Bonus* account to correspond with the return of a debit card purchase or the amount of a reward disbursed by us in error. Any qualifying debit card purchases in excess of \$3,000 each month will be used to offset the amount of debit card returns, prior to the corresponding debit card returns reward amount being deducted from your current month's *Cashback Bonus* rewards earned or your current *Cashback Bonus* balance.

Adjustments to your debit card *Cashback Bonus* from debit card transactions that are not rewards eligible but for which you received rewards or debit card purchase returns will be applied to your *Cashback Bonus* balance in a subsequent month and will be reflected in your debit card *Cashback Bonus* ending balance. In certain circumstances, it is possible to have a negative debit card *Cashback Bonus* balance.

Cashback Debit Accounts deemed to have an excessive or unusual number of debit card return transactions may be: (i) frozen, (ii) no longer eligible to participate in the debit card *Cashback Bonus* rewards program or (iii) closed in accordance with Section 24(a) of this Agreement.

## **(e) Proof of purchase:**

We reserve the right to request receipts of your debit card purchases within sixty (60) days of the purchase date and you agree to provide such receipts upon request. Failure to provide requested receipts will result in those debit card purchases not being eligible for *Cashback Bonus* rewards.

## **(13) DEBIT CARDS**

### **(a) Debit Card Transactions**

You may use your Debit Card in the United States and internationally where the PULSE®, Discover®, or Diners Club International® symbol is displayed.

Subject to limitations set forth in Section 11 (applicable to Money Market Accounts only) and Section 13(d) and to limitations set by the ATM owner or merchant, you may use your Debit Card in the following ways:

- (i) At an ATM, withdraw cash from your Cashback Debit Account, Branch Checking Account, or Money Market Account.
- (ii) At an ATM, obtain your Cashback Debit Account, Branch Checking Account, or Money Market Account balance.
- (iii) Pay for purchases in person, online, or by phone.
- (iv) Obtain cash-over from participating merchants.

**Note:** At our Branch, you may use your Debit Card at the teller line to obtain your account number to help facilitate transactions.

### **(b) Foreign Transactions**

If you make a purchase or withdraw cash using your Debit Card in a foreign currency, we will convert it to U.S. dollars using conversion rates sourced from one of the following methods: a government-mandated rate, a government-published rate or an interbank or wholesale exchange rate, depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the transaction date. "Interbank or wholesale exchange rate" means the foreign exchange rate that banks charge each other when buying and selling currencies.

### **(c) ATM Fees**

We will not charge a fee for using an out of network ATM. However, when you initiate a transaction with your Debit Card at an ATM that is outside of our No Fee network, you may be charged a fee by the ATM operator or any network used for your transaction, including but not limited to balance inquiries.

### **(d) Debit Card Limits**

- For customers who have at least one Discover checking, savings, or money market account open for at least 30 days, the daily combined POS purchase limit per active Debit Card is the lesser of \$5,000, or your available balance.
- For customers who do not have at least one Discover checking, savings, or money market account open for at least 30 days, the daily combined POS purchase limit per active Debit Card is the lesser of \$2,500, or your available balance.
- The daily ATM withdrawal limit for each Account is the lesser of \$510 or your available balance. When you use an ATM not owned by us, you may be subject to other daily limits set by the ATM operator.
- These Debit Card transaction limits are in addition to the limits set forth in Section 11 of this Agreement. For security reasons, there may be limits on the number of ATM withdrawals using your Debit Card.
- In addition, we reserve the right to decline any Debit Card transaction if we suspect fraud, account takeover, possible



illegal activity or any other unusual activity affecting your Account.

#### **(e) Personal Identification Number (PIN)**

You may activate your Debit Card and create or change your PIN online through the Account Center or by calling our automated system. You should protect your PIN as you would your Debit Card.

#### **(f) Debit Card Freeze**

You may request that Discover freeze your Debit Card, which means that new purchases (in-store, online, mobile or phone) and ATM transactions will not be authorized, allowed or processed with the Debit Card you have frozen. If more than one Debit Card has been issued to access your Account, such as a joint Accountholder Debit Card, only the Debit Card you have identified will be frozen. All other Debit Cards issued to access your Account will continue to be available for transactions. Freezing your Debit Card will not stop bill payments, transactions that merchants have marked as recurring, returns, deposits, dispute adjustments, internal or external transfers, reward redemptions, or checks. You may freeze your Debit Card by visiting the Account Center, or calling customer service.

#### **(g) Debit Card for Discover Cashback Debit Account**

By opening a Discover Cashback Debit Account, you are also requesting a debit card.

### **(14) FUND TRANSFERS**

#### **(a) Internal Transfers Between Discover Accounts**

Accountholders can transfer funds between their deposit Accounts, or transfer funds from such Accounts to fund a new Account. We may require a written request for an internal transfer to close one Account and open another with new Accountholders or if at any time the validity of a transaction is in question. Internal transfers scheduled for the same day are processed immediately. Internal transfers scheduled for the next Business Day or later are processed at the beginning of the scheduled transfer date. For transfers to or from an IRA Savings Account that will be a contribution or distribution from the IRA Plan, we require receipt of a correctly completed and signed Contribution or Distribution Form.

#### **(b) Wire Transfers**

##### **(i) Incoming Wire Transfers**

Please contact us at 1-800-347-7000 for wire transfer instructions as certain incoming wire transfers are processed through an intermediary bank. Wire transfers received before 4pm Eastern Time are posted to your Account on the Business Day we receive them. Wire transfers received after 4pm Eastern Time are posted to your Account on the next Business Day, with an effective date of the Business Day the funds were received. In some circumstances, a wire transfer may require additional processing time and will be posted to your Account upon completion of processing, with an effective date (regarding when interest starts) of the Business Day the

funds were received. A wire transfer that does not comply with applicable law will not be processed and will be returned. Funds from incoming wire transfers are made available as set forth in Section 15(b)(i). For international wire transfers received in a foreign currency, the funds will be converted to U.S. dollars at a currency exchange rate determined by intermediary banks and that exchange rate will determine the amount received by us.

##### **(ii) Outgoing Wire Transfers**

Outgoing wire transfers from your Account to another financial institution may be made upon request by completing the Discover Wire Transfer Form or by submitting the request online. All requests must include the receiving Accountholder and receiving bank information, as required by us. You may be assessed an Outgoing Wire Transfer Service Charge for each outgoing wire transfer you initiate (not applicable to IRAs). For wire transfers from an IRA, we require receipt of a correctly completed, signed Distribution Form.

(a) We reserve the right to verify or authenticate any request for a wire transfer or any information you provided to us on the Discover Wire Transfer Form and to refuse to honor any request if we, in good faith, are unable to verify that the individual requesting such transfer has the authority to do so or we detect any other unusual activity of the Account or person. There may be more than one level of verification required.

(b) Requests received and fully verified at or before 3pm Eastern Time on a Business Day will be processed as of that Business Day. Wire transfer requests received and fully verified after 3pm Eastern Time on a Business Day, or at any time on a day that is not a Business Day, will be processed no later than the next Business Day.

#### **(c) ACH Transfers Between Discover and Non-Discover Accounts**

- You can transfer funds via Automated Clearing House (“ACH”) between any of your eligible Discover Bank Accounts and eligible accounts you own at other U.S. financial institutions, subject to the restrictions identified in Section 11.
- In order to initiate an ACH transfer, you must be an owner of, or signer on, the bank account from which funds are being debited or to which the funds are being credited. You are required to provide the routing number, account number, and bank name for the account from which the funds will be debited or to which the funds are being credited.
- ACH requests made by phone or in the Account Center before 5pm Eastern Time on a Business Day will be initiated by us on the same day.
- ACH requests made by phone or in the Account Center after 5pm Eastern Time on a Business Day or at any time on a non-Business Day will be initiated by us on the next Business Day.

- Funds deposited via ACH will be available as set forth in Section 15 (Funds Availability).
- ACH transfers initiated by phone are permitted for initial Account funding only.
- For security reasons, there may be limits on the dollar amount and the number of external transfers from your Account. We reserve the right to terminate, change, discontinue or add funds transfer functionality at any time, within our sole discretion.
- For transfers to or from an IRA that will be a contribution to or distribution from the IRA Plan, we require receipt of a correctly completed, signed Contribution or Distribution Form.

ACH transfers initiated via the Account Center are subject to the Account Center (Banking) Agreement, which will be disclosed to you at the time of Account Center registration.

#### (d) Zelle® Person-to-Person Transfers

You may be eligible to enroll in our optional *Zelle* P2P Transfer Service. The *Zelle* P2P Transfer Service allows you to send, receive, and request transfers from third parties who are also enrolled in the service at Discover or another participating financial institution. To enroll, visit the Account Center.

#### (15) FUNDS AVAILABILITY (HOLDS)

Our policy is to make funds from your cash, check, and other deposits to your Account available to you as set forth in this Section 15. Once funds are available, the funds can be used to cover debit transactions on the Account (e.g., cash withdrawals at the Branch or ATM, ACH or wire transfers, internal transfers, *Zelle* transfers, and checks written).

#### (a) Check Deposits

Section 15(a)(i) sets forth our general funds availability schedule for checks for Existing and New Customers. Please note Section 15(a)(ii), which sets forth our availability schedule for check deposits under other special circumstances.

Funds availability is determined by a variety of factors, including but not limited to check type, whether a customer is an Existing Customer or New Customer, and whether the check is deposited in person at the branch, by mail or using Mobile Check Deposit.

**Checks Deposited Using Mobile Check Deposit:** Please note that checks transmitted using Mobile Check Deposit are not subject to the Funds Availability time frames in the Table below. Please refer to the Table in the Discover Bank Mobile Check Deposit Service User Agreement Addendum for general funds availability for checks deposited through Mobile Check Deposit. The remainder of the provisions in Section 15(a) also applies to checks deposited through Mobile Check Deposit (unless otherwise stated).

#### (i) General Availability

Funds from checks, drafts and money orders drawn on any financial institution located in the United States (including a financial institution located in a U.S. territory or a U.S. branch or agency of a foreign bank) will be available for withdrawal as follows:

#### Existing Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day of Deposit	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover Bank	Made in person		Full amount of the deposit		
	Not made in person		Up to \$15,000 of the deposit	Remainder	
U.S. Treasury Checks	Made in person		Full amount of the deposit		
	Not made in person		Up to \$5,550 of the deposit		Remainder
Special Check Types**	Made in person		Full amount of the deposit		
	Not made in person	First \$250 of the deposit		Next \$5,300 of deposit	Remainder
Other Checks	Made in person	First \$250 of the deposit		Remainder	
	Not made in person	First \$250 of the deposit		Next \$5,300 of deposit	Remainder

#### New Customer Funds Availability Chart

Type of Deposit	How Deposit is Made*	Business Day of Deposit	Business Day 1 after Deposit Date	Business Day 2 after Deposit Date	Business Day 5 after Deposit Date
Checks drawn on Discover Bank	Made in person		Full amount of the deposit		
	Not made in person		Up to \$15,000 of the deposit	Remainder	
U.S. Treasury Checks	Made in person		Full amount of the deposit		
	Not made in person		Up to \$5,550 of the deposit		Remainder
Special Check Types**	Made in person		Full amount of the deposit		
	Not made in person	First \$250 of the deposit		Next \$5,300 of deposit	Remainder
Other Checks	Made in person				Full amount of the deposit
	Not made in person				Full amount of the deposit

\*A check deposit "made in person" means the deposit was made to one of our employees at the Branch.

\*\*Special Check Types Include: U.S. postal money orders, and Federal Reserve Bank, cashier's, official, certified, teller, state and local government and travelers checks.

The above tables are indicative of general funds availability. Discover reserves the right to expedite funds availability. In some cases, we make funds from your deposited checks available to you sooner than we are able to collect the checks. **Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us as unpaid and for any other problems involving your deposit.**

**(ii) Delayed Availability**

The availability of funds from checks deposited may be delayed for a longer period of time, under circumstances including, but not limited to, the following:

- We have reason to believe a check you deposit will not be paid.
- If you deposit checks totaling more than \$5,550 on any one Business Day (“Large Deposit”).
- A check you redeposited was previously returned unpaid.
- You have overdrawn your Discover Account repeatedly in the last six (6) months.
- You have multiple deposits returned in your Account over the immediately preceding 90-day period.
- We have been notified that the deposited check has been lost or damaged in collection.
- We suspect fraudulent or other unusual activity on your Account.
- The deposited check is post-dated, expired or more than six months old.
- The routing number on the deposited check is not a current routing number.
- There are erasures or other apparent alterations on the deposited check.
- An emergency, such as failure of computer or communication equipment, has occurred.

We will notify you if we delay your ability to withdraw funds for any of the reasons set forth in this Section 15(a)(ii), and we will tell you when the funds will be available. The funds will generally be available no later than the seventh (7th) Business Day after the date of your deposit.

**(b) Electronic Deposits**

- (i) Funds from ACH credit transfers and wire transfers initiated at an external bank to your Discover Bank Account (i.e., funds being sent to Discover) will be available for withdrawal no later than the Business Day we receive the funds.
- (ii) Funds from ACH transfers initiated at Discover Bank to be withdrawn from your external bank account, and sent and deposited to your Discover Bank Account are generally available within four (4) Business Days after the date your request is initiated.

The availability of funds from ACH transfers initiated at Discover Bank from your external bank account and sent and deposited to your Account at Discover Bank, may be delayed for a longer period of time (up to 10 Business Days) to ensure that the funds have cleared the external bank from which the funds were obtained and under circumstances including, but not limited to, the following:

- You are a New Customer.
- We suspect fraudulent, illegal or other unusual activity on your Account.
- You have overdrawn your Account repeatedly in the last six (6) months.
- You have multiple deposits returned in your Account over the immediately preceding 90-day period.

(iii) Funds from *Zelle* transfers to your Account. Please refer to Section 7 of *Zelle* Person to Person Transfer Service User Agreement Addendum for availability of funds from *Zelle* transfers to your Account.

**(c) Cash Deposits**

Do not deposit cash through the mail. For cash deposits that are not made in person to one of our employees at the Branch, your funds will be available no later than the first Business Day after the date of your deposit. If you make a cash deposit in person to one of our employees at our Branch, your funds will be available no later than the day we receive the deposit.

**(d) Electronic and Cash Deposits by New Customers:**

The availability of funds from cash and electronic deposits does not change for New Customers, except as provided in Section 15(b)(ii) above, and is set forth in Sections 15(b) and 15(c).

**(e) Determining When Your Deposit is Received**

**(i) Checks and Cash**

The following chart describes when items are determined to have been received by Discover:

Times for when Check & Cash Deposits will be Considered Received		
Mailed to our deposit processing center (checks only)	By 12pm ET on a Business Day <b>Day of Receipt</b>	After 12pm ET on a Business Day or any time on a Non-Business Day <b>Next Business Day</b>
In person made to one of our employees at the Branch	Business Day of Receipt <b>Business Day of Receipt</b>	
Via Mail to the Branch (checks only)	<b>Business Day of Receipt</b>	
Made through the Branch Night Depository Box	Between midnight and 8am ET on a Business Day <b>Day of Receipt</b>	Between 9am ET and midnight on a Business Day or any time on a Non-Business Day <b>Next Business Day</b>

## **(ii) Wire Transfers**

Wire transfers received before 4pm Eastern Time on a Business Day are considered received on the Business Day we receive them. Wire transfers received after 4pm Eastern Time on a Business Day are considered received on the next Business Day. See Section 14(b)(i) for additional information.

## **(16) STOP PAYMENT ON CHECKS**

You may stop payment on a check drawn on your Cashback Debit Account, Branch Checking Account, or Money Market Account in person at our Branch, by calling us, or by sending a written request to us. A stop payment order may apply to either a continuous range of checks or a single check. A stop payment order will be effective if we receive the stop payment order at such time and in such manner that we have a reasonable opportunity to act upon the request. The stop payment order is effective for six (6) months from the date you ordered the stop payment. To make a stop payment order, you must provide us with your Discover account number, the check amount and/or the number and, if available, the payee name. Our acceptance of a stop payment order will not constitute a representation that the check has not already been paid or that we have a reasonable opportunity to act upon the order. Further, you may not stop payment on a check after we have paid the check.

If we fail to stop payment on a check for which a timely request is made, our liability is limited to the face amount of the check. If you would like to renew the stop payment after the effective period of six (6) months, you must call us, come into the Branch, or send us a written request.

See Section 27(a) for information on stop payment orders for preauthorized transfers.

## **(17) ACCOUNT TRANSFER OR ASSIGNMENT**

Except as set forth in Section 20, you may not transfer, assign, or grant a security interest in your Account or any portion of the funds in your Account, without our prior written consent. No such transfer, assignment, or security interest grant will be binding on us, unless and until we consent in writing to it. We reserve the right to refuse to allow you to change, add, or delete your name or the names of other Accountholders.

## **(18) STATEMENTS AND ERROR RESOLUTION**

### **(a) Statement Frequency**

We will make a statement available for your Account as indicated below.

#### **(i) CDs**

##### **(a) Non-IRA CD Accounts**

We will make statements available quarterly unless there is an EFT transaction(s) within the month, in which case we will make a monthly statement available.

#### **(ii) IRAs**

We will make an IRA (Plan) statement available annually on or

before January 31st reflecting the previous year's activity. We will make quarterly IRA Savings Account statements available unless there is an ACH transaction(s) within the month, in which case we will make a monthly statement available.

#### **(iii) Savings Accounts**

We will make statements available quarterly unless there is an EFT transaction(s) within the month, in which case we will make a monthly statement available.

#### **(iv) Money Market Accounts**

We will make statements available monthly. Checks will not be returned to you with your monthly statements; however, you may view check images through the Account Center. Check copies are available by request.

#### **(v) Cashback Debit Accounts**

Monthly statements will be available electronically through the Account Center. Checks will not be returned to you; however, you may view check images through the Account Center. Check copies are available by request.

#### **(vi) Branch Checking Accounts**

We will make statements available monthly. Checks will not be returned to you with your monthly statements; however, you may view check images through the Account Center. Check copies are available by request.

### **(b) Statement Error Resolution**

You must review and call us or write us promptly after we mail or otherwise make a statement available if:

- An item (other than an EFT from a Cashback Debit, Branch Checking, Online Savings, Statement Savings, Money Market, or non-IRA CD Account) that you did not authorize or that contains an unauthorized alteration is listed on the statement,
- Your statement contains any errors (other than EFT related errors from a Cashback Debit, Branch Checking, Online Savings, Statement Savings, Money Market, or non-IRA CD Account), or
- You did not receive your scheduled statement.

If you do not notify us of unauthorized or altered items, or other errors (other than EFTs from a Cashback Debit, Branch Checking, Statement Savings, Online Savings, Money Market, or non-IRA CD Account), or of a missing statement within 60 days after a statement is mailed or otherwise made available, then you waive all claims you may have against us regarding these items.

If you do not call or write us regarding an item that you did not authorize or that contains an unauthorized alteration within 30 days after a statement is mailed or otherwise made available, we are not liable to you for subsequent unauthorized transactions on your Account that we could have prevented if you had timely told us of the unauthorized alteration.

You must call us or write us within six (6) months after a statement is mailed or made available to you to report an unauthorized or missing endorsement on an item you issued.

You must provide us with all information we need to investigate the alleged error or item and file any police reports and provide supporting affidavits and testimony we reasonably request. If you do not comply with the requirements, we are not required to reimburse you for any claimed loss and you cannot bring any legal claim against us in any way related to the item or errors.

### **(c) Undeliverable Statements**

If a statement that we send is returned as undeliverable, we may discontinue sending statements until we are provided a current address. You are responsible for maintaining a current address with us. Your statements will be considered available as of the statement date. Your non-IRA CD Account, Money Market Account, Branch Checking, and Savings Account statements are also available in the Account Center.

### **(d) EFT Error Resolution**

Section 18(b) on statement error resolution does not apply to errors regarding EFTs from a Cashback Debit, Branch Checking, Online Savings, Statement Savings, Money Market, or non-IRA CD Account. For resolution of errors regarding EFTs from a Cashback Debit, Branch Checking, Online Savings, Statement Savings, Money Market, or non-IRA CD Account, see Section 28.

## **(19) CD RENEWAL OPTIONS**

- We will send you a notification 30 days before your CD matures.
- When your CD matures, you may make a deposit or withdrawal (in whole or in part), or change the length of the term of the renewed CD once during the Grace Period. The "Grace Period" consists of the nine (9) days immediately following the maturity date.
- Any term change, or deposit or withdrawal (including interest disbursement), during the Grace Period, will end the Grace Period.
- Your CD will automatically renew if no action is taken during the Grace Period.
- If you elect not to renew your CD, you will not be paid interest after the maturity date. Interest will be paid on partial withdrawals during the Grace Period as specified in Section 5(a).
- For IRA CD Accounts:
  - If you are withdrawing funds, we must receive a correctly completed IRA Distribution or Transfer Form before the end of your Grace Period in order for us to process any distribution(s) from your IRA CD Account before the end of the Grace Period.
  - If you would like to make a contribution to your IRA CD Account at maturity or during your Grace Period, we must receive a correctly completed Contribution Form and the additional funds prior to the end of the Grace Period. If we do not receive the Contribution Form and funds prior to the end of the Grace Period, we will either return the funds to you in the same way we received the funds or you may apply for and establish a new IRA CD Account or IRA Savings Account.

## **(20) RIGHT OF SET-OFF**

### **(a) Set-Off**

If you owe us or our affiliate(s) money under any agreement, now or in the future ("Debt"), you grant us (and our affiliate(s), as applicable) a security interest in all of your Accounts (except for IRAs) in which you have an interest, to secure the Debt, plus reasonable attorney fees and costs incurred by us (and our affiliate(s), as applicable) in connection with collecting on the Debt. We also have a right to set off the balance in any of your Accounts (except for IRAs) against any Debt that is due and payable. If the Debt is due and payable, we may exercise our right of set-off and our rights under the security interest to satisfy or reduce the Debt, without giving you notice, before or after the set-off (unless required by applicable law) by withdrawing funds from such Account(s) and applying them to the Debt, and to any associated fees, charges, and costs. We may exercise these rights even if the withdrawal leaves insufficient funds in your Account(s) to pay outstanding checks or other items, or results in an Early Withdrawal Penalty being assessed against your Account(s). We may withdraw funds from a joint account to pay a Debt of any joint accountholder, regardless of the contributions of each accountholder. We will not exercise these rights to pay a credit card Debt, or where otherwise prohibited by law. Some government payments may be protected from attachment, levy, or other legal process under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or set-off funds, including federal and state benefit payments, from your Accounts to pay Debts.

### **(b) Overdrafts**

Any overdraft in your Account, regardless of the reason for the overdraft, is immediately due and payable by you, without notice of demand from us.

## **(21) OVERDRAFT PROTECTION SERVICE**

We offer an optional Overdraft Protection Service. You may only enroll in the Overdraft Protection Service for your Money Market Account, Online Savings Account, Cashback Debit Account or Branch Checking Account through the Account Center. The Overdraft Protection Service allows you to link an eligible Account to another eligible Account to help avoid overdrawing your Account. Until you have enrolled your eligible Accounts in the Overdraft Protection Service you will not have the benefit of the Overdraft Protection.

## **(22) POWER OF ATTORNEY**

If you wish to designate another person (your "Attorney-in-Fact"), other than another owner of your Account, to transact on your Account on your behalf, you must deliver to us a Power of Attorney ("POA") that complies with applicable law. Subject to applicable law, we may decline to honor a POA for any reason, at any time, and we may refuse to recognize a successor Attorney-in-Fact, even if we recognized the first Attorney-in-Fact named in your POA. If your POA names more than one Attorney-in-Fact, you agree that we may rely on the instructions of one Attorney-in-

Fact as representing joint action by every Attorney-in-Fact you named in the POA. You agree, we do not have the responsibility to monitor for or enforce any joint Attorney-in-Fact requirement.

We may require the Attorney-in-Fact to execute an affidavit form which we will provide. The Attorney-in-Fact must notify us immediately upon learning of the principal's death. We may rely on your POA until we have received notice (i) from you that it has been revoked, or (ii) that it has otherwise been terminated. An Attorney-in-Fact is not an owner of the Account and does not have an FDIC-insurable interest in the Account.

### **(23) PRIVACY AND DISCLOSURE OF ACCOUNT INFORMATION**

We will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers, or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or other consumer reporting agency or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us written permission, or (v) as explained in our Privacy Statement.

### **(24) ACCOUNT CLOSURE**

#### **(a) Closure by Us**

We reserve the right to close your Account at any time for any reason, including if the balance in your Account is zero. If we close your Account, funds on deposit will be disbursed to the Account holder(s).

You will have 45 days starting with the account open date to fund your Cashback Debit Account, Branch Checking Account, Online Savings Account, Statement Savings Account, or Money Market Account. If we do not receive funding within 45 days starting with the account open date, your Account will be closed. For non-IRA CD Accounts, you will have 45 days from the application date to fund the Account, otherwise your non-IRA CD Account application will be deemed abandoned.

#### **(b) Closure by You**

Subject to Section 11(a), you can close your Account at any time by notifying us in person, in writing or calling us. For phone requests, we may require you to submit an Account closure request in writing.

#### **(c) All Closures**

(i) *Cashback Debit, Branch Checking, Money Market, Statement Savings, and Online Savings Accounts:* If any transactions are received after your Account is closed, the transactions will generally be rejected, and debit transactions will be returned unpaid. For interest-bearing Accounts, no interest will be paid on deposits received after your Account has been closed.

(ii) *Non-IRA CD Accounts:* Closure of your Non-IRA CD Account is subject to the restrictions stated in Section 11(a)(i) and Section 36 of this Agreement. If your Non-IRA CD Account is closed prior to maturity, we will assess an Early Withdrawal Penalty.

However, we do not assess an Early Withdrawal Penalty for withdrawals following the death of an owner or when an owner is determined to be legally incompetent by a court or other appropriate administrative body, in each case subject to the provision of supporting documentation satisfactory to us.

(iii) (a) *IRA CD Accounts:* Closure of your IRA CD Account is subject to the restrictions stated in Section 11(a)(i) and Section 36 of this Agreement and the provisions set forth in Section 3(iii) governing revocation of an IRA Plan. If your IRA CD Account is closed prior to maturity, we will assess an Early Withdrawal Penalty. However, we do not assess an Early Withdrawal Penalty for withdrawals following the death of an owner or when an owner is determined to be legally incompetent by a court or other appropriate administrative body, or for withdrawals that constitute required minimum distributions from your IRA CD Account, in each case subject to the provision of supporting documentation satisfactory to us. Upon the death of an IRA CD Account Account holder, if a surviving spouse is the sole beneficiary, then the surviving spouse must close the IRA CD Account and either (a) open a new IRA CD Account in the surviving spouse's name with the IRA CD Account term ending on the same date and with the same interest rate and APY as the original IRA CD Account, or (b) receive the funds as a transfer, distribution, or a rollover.

*IRA Savings Accounts:* Closure of your IRA Savings Account is subject to the restrictions stated in Section 11(a)(i) and the provisions set forth in Section 3(iii) governing revocation of an IRA Plan. Upon the death of an IRA Savings Account Account holder, if a surviving spouse is the sole beneficiary, then the surviving spouse must close the IRA Savings Account and either (a) open a new IRA Savings Account in the surviving spouse's name, or (b) receive the funds as a transfer, distribution, or a rollover.

(iv) *IRAs generally:* Closure of an IRA may result in tax consequences, depending on the circumstances, including tax penalties and assessment of income tax on funds distributed from the closed account. We may be required to withhold certain amounts for federal income tax. See your applicable IRA Plan Agreement and disclosures for more information.

(v) *General Account Closure:* If an Account is closed before interest is credited, you will receive the accrued interest. Closed Accounts remain subject to the other provisions of this Agreement. We may advise consumer reporting agencies and other third parties of an Account that is closed for misuse, as permitted by law.

## **(25) TRANSACTION CORRECTIONS, REVERSALS, AND DELAYS**

### **(a) Transaction Corrections**

We may review transactions after they are posted to your Account. If we determine that we credited or debited your Account in error, we may reverse the transaction at any time, without notice to you and even if a reversal overdraws your Account.

### **(b) Return of Benefit Payments**

If we are required to return any federal benefits or other payments that were deposited to your Account after you became ineligible to receive them, we may debit your Account balance, or debit any other Account you own, and return them to the sender. If any of the funds were withdrawn, you agree to repay them upon our request.

### **(c) Transaction Delays**

If we are unable to automatically post a transaction to your Account for any reason, including, but not limited to, your failure to provide a deposit slip, or there is a freeze on your Account, or the deposit is to a CD that has not yet matured, we are entitled to a reasonable amount of time to review the transaction and post it to your Account, or in our discretion, return it.

## **(26) AMENDMENTS, ACCOUNT CHANGES AND NOTICES**

We may amend this Agreement at any time. We will send you a notification 30 days prior to the effective date of any amendment that is adverse to you. If you are unwilling to agree to such amendments, you have the right to close your Account prior to the changes taking effect, subject to any Early Withdrawal Penalties. Your continued use of the Account after the effective date of the change constitutes your agreement to the Deposit Account Agreement as amended. Notices will be sent to the most recent address shown on our records for your Account. Any notice to one Accountholder constitutes notice to all Accountholders. It is your responsibility to notify us of any changes in your address or name, or if an Accountholder dies. If we are notified by the U.S. Postal Service that your address has changed, we will change your address in our records and send notice to you of the change.

## **(27) ELECTRONIC FUND TRANSFER (EFT)**

"EFT" or "transfer," as used in Sections 27 and 28, means any electronic fund transfer transaction that is initiated through an electronic terminal, telephone, facsimile machine, computer or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit your Cashback Debit, Branch Checking, Statement Savings, Money Market, and non-IRA CD Account. The following details your rights in regards to EFTs. You may call us if you have any questions about your rights. Refer to Section 28 for written notification requirements.

### **(a) Stop Payment of Preauthorized Transfers**

If you have told us in advance to make regular payments out of your Account, or you have authorized a third party to debit your Account via EFT, you can stop any of these payments. Here's how: Call us at 1-800-347-7000, come into the Branch or write us at Discover Bank, P.O. Box 30416, Salt Lake City, UT 84130. For payments you have authorized us to make, (i) if you make a stop payment order

by phone, we must receive it no later than 5pm Eastern Time on the date the payment is scheduled to be made, or (ii) if you send a stop payment order in writing, we must receive your order in such time and in such manner as to allow us a reasonable opportunity to act upon it, which will be no less than three (3) Business Days. For payments you have authorized a third party to make from your Account via EFT, (i) if you make a stop payment order by phone, we must receive the order before the debit has posted to your Account, or (ii) if you send a stop payment order in writing, we must receive your order in such time and in such manner as to allow us a reasonable opportunity to act upon it, which will be no less than three (3) Business Days. 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. You must provide us with your Discover Account number, the name of the payee, the date, and the payment amount. The stop payment order is effective indefinitely. For payments initiated by a third party, you should notify the third party that you have withdrawn your authorization for the payment.

### **(b) Notice of Varying Amounts**

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

### **(c) Liability for Failure to Stop Payment**

If you order us to stop one of these payments within the time frames set forth in Section 27(a), and we do not do so, we will be liable for your losses or damages.

### **(d) Documentation of Transfers**

Your EFTs will be documented as follows:

- **Terminal Transfers (i.e., ATMs):** You can get a receipt at the time you make any transfer/withdrawal from your Cashback Debit, Branch Checking, or Money Market Account using an ATM or POS terminal. Save this receipt in order to reconcile your Account and/or to report any discrepancies or malfunctions.
- **Preauthorized Credits:** If you have arranged to have direct deposits made to your Cashback Debit Account, Branch Checking Account, Statement Savings Account, Online Savings Account, or Money Market Account at least once every 60 days from the same person or company, you can call us at 1-800-347-7000 or visit DiscoverBank.com to verify whether or not the deposit has been made. You will not receive a separate receipt for these transactions.
- **ACH Transactions Initiated Through the Account Center or By Phone:** You will receive a written notice confirming the verbal authorization to process an ACH by phone. You will be presented with a confirmation screen, confirming the authorization to process an ACH through the Account Center.
- **Statements:** All transfers will be included on your statements.

### **(e) Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Debit Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check, by calling us at 1-800-347-7000 or by writing us at Discover Bank, P.O. Box 30411, Salt Lake City, UT 84130- 0411. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500 (if you reside in California or New York, this amount is as much as \$50). Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us AT ONCE. If you do not tell us within 60 days after the statement was 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. 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) Our Liability for Failure to Make Electronic Transfers**

If we do not complete a transfer to or from your Account on time or in the correct amount according to your instructions and this Agreement, we will be liable for losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, there is insufficient money in your Account to make the transfer.
- If the terminal or system 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 transaction, despite reasonable precautions that we have taken.
- If the transaction would have violated the terms of any of our agreements with you or with governmental regulations.
- If the ATM where you are making the transfer does not have enough cash.

There may be other exceptions not stated in this Agreement.

### **(28) ERROR RESOLUTION - ELECTRONIC FUND TRANSFERS**

In case of errors or questions about EFTs, call us or write us as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we made the FIRST statement available on which the problem appeared. Call 1-800-347-7000 or send your inquiry to us at Discover Bank, P.O. Box 30411, Salt Lake City, UT 84130-0411.

In order to more effectively serve you:

- Tell us your name and Account number.

- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (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 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 may not credit your Account. For errors involving new Accounts, POS, 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. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **(29) WAIVERS**

No delay in our exercise of our rights, powers, or remedies will affect your obligations under this Agreement. If we waive any of the provisions of this Agreement, such waiver will only apply on that occasion.

### **(30) LEGAL PROCEEDINGS**

We may comply with any writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process which we believe (correctly or otherwise) to be valid and we may restrict use of your Account if it is subject to any legal proceedings. We shall be entitled to rely upon the representations, warranties and statements made in such legal processes. You agree to hold harmless and indemnify us for any losses, expenses, and costs, including reasonable attorneys' fees incurred by us as a result of complying with such legal proceedings. In the event of your death, we will not release funds on deposit until all legal documents we require are delivered to us. We may pay all or any part of the funds in a joint account to a court or governmental agency upon receipt of a garnishment, order, tax levy, or similar legal process identifying any one or all of the owners of the joint account.

### **(31) ABANDONED ACCOUNTS**

State laws governing abandoned accounts may vary from state to state. If we have not had contact from you, there is no activity on your Account, and you have not otherwise indicated an interest in the Account for a period of time specified by state law, the laws in most states require us to treat the funds in such Account as abandoned property and deliver the abandoned funds to the applicable state. Once the property is turned over to the applicable state, you would



have to follow the state's requirements and process to obtain return of the funds we turned over to the state.

### **(32) SEVERABILITY**

Any term contained in this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law or regulation shall not affect the validity or enforceability of the remaining terms.

### **(33) TELEPHONE COMMUNICATIONS**

#### **(a) Authorization to Record Calls**

You agree that Discover and its affiliates, agents, contractors, and marketing partners may listen to or record telephone calls between you and our representatives without additional notice to you.

#### **(b) Authorization to Contact You by Phone**

You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Account, or to collect amounts you owe to us, you authorize us (and our affiliates, agents and contractors) to contact you at any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and believe we can reach you at. We may contact you in any way, such as calling, texting or email. We may contact you using an automated dialer or using pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider.

#### **(c) Authorization to Contact You by Other Means**

You also agree that Discover and its affiliates, agents and contractors may use other medium, as permitted by law and including, but not limited to, mail and email, to contact you about your Account or to offer products or services that may be of value to you.

### **(34) LIMITATION OF LIABILITY**

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAD ADVANCE WARNING OF THE POSSIBILITY OF SUCH DAMAGES.

### **(35) ARBITRATION OF DISPUTES**

#### **(a) Agreement to Arbitrate**

In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account, or any other dispute between you and us including for example, a dispute based on a federal or state statute or local ordinance ("Claim"), either you or we may choose to resolve the Claim by binding arbitration, as described below, instead of in court. Any Claim (except for a Claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either party requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM

IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit. This arbitration agreement does not apply if, on the date you submit your Application or on the date we seek to invoke this arbitration agreement, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (1-844-337-4645) or if you are calling from outside the US at +1-801-451-3730.

#### **(b) Class Action Waiver**

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator may not award class, representative, or public injunctive relief. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular Claim for relief, then after all appeals from that decision have been exhausted, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

#### **(c) Your Right to Go To Small Claims Court**

You and we will not choose to arbitrate any individual Claim you or we bring in small claims court (or an equivalent court). This means you or we may bring an action in small claims court (or an equivalent court) without being subject to arbitration. However, if a Claim is transferred, removed, or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit, you or we may then choose to arbitrate.

#### **(d) Governing Law and Rules**

This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). Arbitration must proceed only with the American Arbitration Association ("AAA"). The rules for the arbitration will be those in this arbitration agreement and the procedures of the AAA, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the AAA's procedures. If the AAA's procedures change after the Claim is filed, the procedures in effect when the Claim was filed will apply.

For a copy of the AAA's procedures, to file a Claim, or for other information, please contact the AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, [www.adr.org](http://www.adr.org).

If the AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute.

#### **(e) Fees and Costs**

If you wish to begin arbitration against us but you cannot afford to pay your share of the AAA's or the arbitrator's costs and cannot obtain a waiver of costs from the AAA, we will advance those costs if you ask us in writing and are acting in good faith. Any request like this should be sent to Discover, P.O. Box 30421, Salt Lake City, UT 84130-0421. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you). The arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

#### **(f) Hearings and Decisions**

Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed.

The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege; and
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the AAA not later than 30 days after the original award issues. Appeal costs will be allocated consistent with the AAA's Consumer Arbitration Rules and Due Process Protocol.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Any finding, award, or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award, or judgment from any other arbitration shall impact the arbitration of any Claim.

#### **(g) Notice and Cure; Special Payment**

If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, and account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Discover, P.O. Box 794, Deerfield, IL 60015 (or such other address as we shall subsequently provide to you). If, and only if, (t) you submit a Claim Notice in accordance with this

agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your Claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of Discover's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or \$7,500, whichever is greater. If you are entitled to the \$7,500, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator.

#### **(h) Other Beneficiaries of this Agreement to Arbitrate**

In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates successors, subsidiaries, and our and their officers, directors, and employees; any third party co-defendant of a Claim subject to this arbitration agreement; and all joint Accountholders of your Account(s).

#### **(i) Survival of this Arbitration Agreement**

This arbitration agreement shall survive:

- closing of your Account;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale, assignment, or transfer by us or your Account.

#### **(j) You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of this Agreement. You must send the notice of rejection to: Discover Bank, P.O. Box 30411, Salt Lake City, UT 84130-0411.**

Your rejection notice must include your name, address, phone number, Account number, and personal signature. No one else may sign the rejection notice for you. Your rejection notice must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration agreement for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.

#### **(36) EARLY WITHDRAWAL PENALTIES; MINIMUM ACCOUNT REQUIREMENTS AND SERVICE CHARGES**

##### **Early Withdrawal Penalties**

For New CDs: Beginning on the 8th day after your CD is opened and funded and for the next 22 calendar days, we will deduct each day's simple interest on the Issue Amount withdrawn from the funding date to the date of withdrawal. Thereafter, the Early Withdrawal Penalty will be calculated as described in the chart below.

For Renewing CDs: Beginning on the day your CD's Grace Period ends and for the next 20 calendar days, we will deduct each day's simple interest on the Issue Amount withdrawn from the maturity date to the date of withdrawal. Thereafter, the Early Withdrawal Penalty will be calculated as described in the chart below.

**Early Withdrawal Penalty is calculated based on the Issue Amount Withdrawn**

**CDs opened or renewed through 3/14/2013**

Term Penalty	Less than 1 Year	1-5 Years	Greater than 5 Years
	3 months simple interest	6 months simple interest	9 months simple interest

**CDs opened or renewed 3/15/2013 through 2/16/2014**

Term Penalty	Less than 1 Year	1 Year to < 4 Years	4 Years to < 7 Years	7 Years or Greater
	3 months simple interest	6 months simple interest	9 months simple interest	15 months simple interest

**CDs opened or renewed on or after 2/17/2014**

Term Penalty	Less than 1 Year	1 Year to < 4 Years	4 Years to < 5 Years	5 Years to < 7 Years	7 Years or Greater
	3 months simple interest	6 months simple interest	9 months simple interest	18 months simple interest	24 months simple interest

In some cases, the Early Withdrawal Penalty may reduce the principal in the CD. One month equals 30 days for simple interest calculation.

All Early Withdrawal Penalties will be automatically deducted from your Account except for those instances described in section 24. Each IRA Plan (Traditional or Roth) you open is subject to revocation as defined in Section 3(iii)(a)(2). An Early Withdrawal Penalty will not apply if you revoke your IRA Plan under Section 3(iii)(a)(2).

We do not charge account fees for account activities including, but not limited to: having insufficient funds in or overdrawing your Account, excessive withdrawals on Money Market and Savings Accounts, going below a minimum balance, placing stop payment orders, replacing Debit Cards, or ordering checks.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Venmo and PayPal are registered trademarks of PayPal, Inc.

**Account Opening Requirements & Service Charges:**

Account Opening Requirements		
Product	Minimum Opening Balance	Other Product Specific Requirements
Cashback Debit	\$0	Online Account only
Branch Checking	\$0	Must be opened in person at the Retail Branch
Savings/IRA Savings	\$0	Certain withdrawals and transfers limited to 6 items per month (See Section 11)
Statement Savings	\$0	Must be opened in person at the Retail Branch
Money Market	\$2,500	Certain withdrawals and transfers limited to 6 items per month (See Section 11)
CDs/IRA CDs	\$2,500	See Section 36 for Early Withdrawal Penalties that may apply

**Account Service Charges (Not Applicable to IRAs)**

Outgoing Wire Transfer	\$30
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**FACTS**

**WHAT DOES DISCOVER BANK DO WITH YOUR PERSONAL INFORMATION?**

BK.PP.LIN.08/21

<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account transactions</li> <li>• Account balances and payment history</li> <li>• Transaction history and credit history</li> </ul>
<b>How?</b>	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 Discover Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Discover Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus and other consumer reporting agencies	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your credit worthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share*

<b>To limit our sharing</b>	<p>Call 1-866-402-1048 – our menu will prompt you through your choices</p> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call 1-800-347-7000
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\*If you have a co-brand/affinity account with us, we may share information about you with our co-brand/affinity partners in connection with maintaining and servicing your account including for that partner to market to you. Federal law does not give you the right to limit this sharing.