

# Personal Services and Charges

## Michigan: Central & West Market

Effective: *January 31, 2025*



## Personal Deposit Accounts

This Personal Account Services Charges and information Brochure for the Michigan: Central & West Market is effective January 31, 2025, and is part of the Comerica Bank Business and Personal Deposit Account Contract governing the Accounts described in this brochure. The capitalized terms used in this brochure have the same meaning given to them in the Deposit Contract Terms, and are subject to change. The minimum to open any Checking or Savings Account is \$50 (\$0 online).

COMERICA PERSONAL CHECKING ACCOUNTS		Access Checking	On The Job Banking
<p><b>When you meet any of these requirements, any applicable maintenance fee and option fees will be waived:<sup>1</sup></b></p>		<ul style="list-style-type: none"> <li>• \$1,000 minimum Ledger Balance each day in this Account</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• One direct deposit of at least \$250 or more per statement cycle to this Account (Qualifying direct deposit transactions include electronic deposits of your payroll, employer pension or government benefits (such as Social Security))</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Be a full-time student up to the age of 26</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Be a business Owner with a Comerica business checking Account</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Be an Active or Retired Member of the U.S. Military (must show valid Military ID)</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Be a member of a Comerica Platinum Circle Checking household and designated by the Account owner as the one Access Checking Account free of monthly maintenance fees</li> </ul>	<ul style="list-style-type: none"> <li>• Your employer must be eligible and enrolled in the Comerica On the Job Banking program</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• One payroll direct deposit of at least \$250 or more per statement cycle<sup>5</sup> to this Account</li> </ul>
Account service charges <sup>2</sup> when requirements are NOT met:	Monthly Maintenance Fee	\$13.00 \$2.00 discount applies with e-statements AND suppression of paper statement <sup>4</sup>	Not applicable – converts to an Access Checking Account if requirements listed above are not met <sup>5</sup>
<b>Option Fees (monthly)</b> <ul style="list-style-type: none"> <li>• CheckPhoto<sup>3</sup></li> <li>• Check Safekeeping<sup>3</sup></li> </ul>		Not available \$0	\$0 \$0
Refund of the Comerica ATM fee for using a non-Comerica ATM in the U.S.?		No	Yes – first 2 per statement cycle
Refund of the ATM surcharge fee charged by the ATM owner for using a non-Comerica ATM in the U.S.?		No	No

COMERICA PERSONAL CHECKING ACCOUNTS		Interest-Bearing Checking Accounts		
		Rich Rewards® Checking	Premier Checking	Comerica Platinum Circle Checking®
When you meet any of these requirements, any applicable maintenance fee and option fees will be waived: <sup>1</sup>		<ul style="list-style-type: none"> <li>• \$5,000 minimum Ledger Balance each day in this Account</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Maintain a minimum combined balance of \$7,500 each day in this Account and/or up to three of the following related Personal Accounts: Statement Savings, MMIA, HY MMIA, CDs or IRAs</li> </ul>	<ul style="list-style-type: none"> <li>• \$7,500 minimum Ledger Balance each day in this Account</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Maintain a minimum combined balance of \$20,000 each day in this Account and/or up to three of the following related Personal Accounts: Statement Savings, MMIA, HY MMIA, CDs and IRAs</li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Open revolving home equity Account</li> </ul>	<ul style="list-style-type: none"> <li>• An average daily Ledger Balance of \$50,000 in any combination of Personal or Business deposit Accounts<sup>6, 7, 8</sup></li> </ul> <b>OR</b> <ul style="list-style-type: none"> <li>• Maintain a minimum combined balance of \$2,500,000 each day in any combination of assets managed by Comerica Wealth Management, in Private Banking loan balances or in a qualified non-deposit investment product<sup>7, 8, 9, 24</sup></li> </ul>
Account service charges <sup>2</sup> when requirements are NOT met:	Monthly Maintenance Fee	\$18.00 \$2.00 discount applies with e-statements AND suppression of paper statement <sup>4</sup>	\$22.00 \$2.00 discount applies with e-statements AND suppression of paper statement <sup>4</sup>	Not applicable – may convert to a Rich Rewards Checking Account if requirements listed above are not met <sup>7</sup>
Option Fees (monthly)				
• CheckPhoto <sup>3</sup>		\$0	\$0	\$0
• Check Safekeeping <sup>3</sup>		\$0	\$0	\$0
Refund of the Comerica ATM fee for using a non-Comerica ATM in the U.S.?		No	Yes – first 4 per statement cycle	Yes – Unlimited per statement cycle
Refund of the ATM surcharge fee charged by the ATM owner for using a non-Comerica ATM in the U.S.?		No	Yes – first 4 per statement cycle	Yes – first 6 per statement cycle

## 1849<sup>SM</sup> Checking Account

The Comerica 1849 Checking account is offered exclusively to our participants in the 1849 by Comerica Wealth Management program. It features our most extensive package of bank related discounts and benefits. Please contact Comerica Wealth Management for more information **833.700.1849**.

COMERICA PERSONAL CHECKING ACCOUNTS		1849 Checking Account
When you meet any of these requirements, any applicable maintenance fee and option fees will be waived:		<ul style="list-style-type: none"> <li>• 1849 Checking is available to participants in the 1849 by Comerica Wealth Management program. In order to qualify, clients must have a minimum of \$2 million in investable assets under management with Comerica Personal Wealth Management<sup>23</sup></li> </ul>
Account service charges when requirements are NOT met:	Monthly Maintenance Fee	Not applicable – may convert to a Rich Rewards Checking Account if requirements listed above are not met <sup>23</sup>
Option Fees (monthly)		
• CheckPhoto <sup>3</sup>		\$0
• Check Safekeeping <sup>3</sup>		\$0
Refund of the Comerica ATM fee for using a non-Comerica ATM in the U.S.?		Yes – Unlimited per statement cycle
Refund of the ATM surcharge fee charged by the ATM owner for using a non-Comerica ATM in the U.S.?		Yes – first 6 per statement cycle

# Comerica Savings Accounts

## Statement Savings

This Comerica Account gives you 24-hour access to our ATM network. Your monthly maintenance fee will be waived if you:

- Maintain a \$500 minimum Ledger Balance each day
- Are a minor under 18 years of age, **OR**
- Notify us that you are 62 years or older with direct deposit of Social Security, pension or other federal recurring payments to your savings Account, **OR**
- Have a Comerica Personal Checking Account

### Account Service Charges:

- Monthly maintenance fee of \$5.50
- Excess Withdrawal Fee (withdrawals, transfers, and debit transactions; after 6 free per month of any type) .....\$5.00/transaction<sup>10, 11</sup>

## Money Market Investment Account (MMIA)

This Comerica Account gives you 24-hour access to our ATM network, plus these key benefits:

- Tiered interest rate
- Check writing option: write up to six checks per statement cycle<sup>12</sup>

Your monthly maintenance fee will be waived if you:

- Maintain a \$2,500 minimum Ledger Balance each day, **OR**
- Maintain a \$5,000 Average Daily Ledger Balance, **OR**
- Have a Comerica Platinum Circle Checking Account or 1849 Checking Account, **OR**
- Have a Premier Checking Account and you have not selected a Statement Savings Account as your no-fee Savings Account

### Account Service Charges:

- Monthly maintenance fee of \$12.00
- \$5.00 per withdrawal after 6 free per month<sup>10, 12</sup>

*The Average Daily Ledger Balance is calculated by adding the Ledger Balance in the Account for each day of the period and dividing that figure by the number of days in the period.*

# Comerica Savings Accounts

(continued)

## High Yield Money Market Investment Account (HY MMIA)

A Comerica Personal Checking Account of any type is required in order to maintain the HY MMIA.

This Comerica Account gives you 24-hour access to our ATM network, plus these key benefits:

- Tiered interest rate
- Check writing option: write up to six checks per statement cycle<sup>12</sup>

Your monthly maintenance fee will be waived if you:

- Maintain a \$15,000 minimum Ledger Balance each day **OR**
- Have a Comerica Platinum Circle Checking Account or 1849 Checking Account

### Account Service Charges:

- Monthly maintenance fee of \$17.00
- \$5.00 per withdrawal after 6 free per month<sup>10, 12</sup>

## Activity Fees for All Accounts

(unless otherwise stated)

### Paid Overdraft<sup>13, 14, 15</sup>

1st Occurrence .....	\$26.00/item
2nd or Greater Occurrence.....	\$34.00/item

## Automatic Overdraft Protection

Automatic Overdraft Protection is available on Comerica personal checking accounts at no charge.

This service allows us to link your Comerica personal savings/money market account<sup>11,12</sup> or Comerica credit card issued by Elan Financial Services (subject to credit approval; Elan fees may apply) or Comerica Home Equity Line of Credit (restrictions apply) to pay items that may overdraw your account. For additional terms and applicable restrictions, please see the terms contained in the Overdraft Section of the Comerica Bank Business and Personal Deposit Account Contract.



## Electronic Banking Service Fees for All Accounts

(unless otherwise stated)

### ATM/Debit Cards

Debit Cards or ATM Cards issued by Comerica Bank

Withdrawal, Balance, Inquiry, or Transfer Between

Accounts at non-Comerica ATM in the U.S. .... \$2.50/transaction

International (non-U.S.) ATM Transaction Fee ..... \$3.00/transaction\*

\*Plus a Currency Conversion Assessment..... 0.20%/transaction

International (non-U.S.) Point-of-Sale

Transaction Fee ..... 2.794%/transaction\*

\*Plus a Currency Conversion Assessment..... 0.20%/transaction

A surcharge fee charged by the ATM owner may apply in addition to Comerica ATM fees.

\* The Currency Conversion Assessment will be combined in the U.S. dollar amount posted to your account for all international transactions and will not show as an independent fee listed on your statement.

### Incoming Wire Transfers

Domestic Wire Transfer ..... \$14.00/wire

International Wire Transfer<sup>16</sup> ..... \$17.00/wire

Book Transfer via Wire<sup>17</sup> ..... \$6.50/wire

Wire Transfer Mail Advice<sup>18</sup> ..... \$8.00/advice

Wire Transfer Email Advice..... \$2.25/advice

### Online Services

*These services are subject to additional terms that are provided when obtaining the service(s).*

Comerica Web Banking® ..... NO MONTHLY FEE

Comerica External Transfer ..... NO MONTHLY FEE

Comerica Web Bill Pay ..... NO MONTHLY FEE

Fees may apply for expedited delivery of Web Bill Pay and External Transfers

Quicken® Banking ..... \$3.95/month

Quicken® Banking with Bill Pay ..... \$9.95/month

Quicken is a registered trademark of Intuit, Inc. in the United States and other countries.

## Other Account Services and Charges for All Accounts

(unless otherwise stated)

Check Cashing (Non-Account holder,

check drawn on Comerica Bank)..... \$10.00/check

Foreign Check Processing Fee ..... \$10.00/item

Foreign Draft..... \$65.00 each

IRA Transfer Fee ..... \$50 per account

Special Handling (Mail out of U.S.) ..... \$2.00 each

Stop Payment (Valid for 6 months) ..... \$34.00/item

Withdrawal Subject to Legal Process

(Garnishments, tax levies, injunctions,

subpoenas etc.) ..... \$100.00 each and/or

as required or permitted by state law

## Comerica Asset Management Account<sup>A</sup>

The Comerica Asset Management Account provides you with these benefits:

- Unlimited refunds of the Comerica ATM fee for using a non-Comerica ATM in the U.S.
- Unlimited refunds of the ATM owners' surcharges for using a non-Comerica ATM in the U.S.
- No monthly fee for Comerica Web Banking®. Fees may apply for using the Comerica External Transfer service and Comerica Person to Person Transfer service offered through Comerica Web Banking
- No monthly fee for Comerica Web Bill Pay®. Additional fees may apply for expedited payment delivery
- A package of bank related discounts and benefits

<sup>A</sup> Comerica Asset Management Accounts (CAMA) have been retired and are no longer being offered to new customers. Current CAMA customers will maintain CAMA status and benefits.

## Other Bank Services

*Except where noted, these services are not covered by the Comerica Bank Business and Personal Deposit Account Contract and may be subject to other agreements. These fees may change at any time without prior notice.*

Cashier's Check <sup>19</sup> .....	\$10.00 each
Collections	
Domestic Incoming .....	\$35.00 each
Domestic Outgoing .....	\$35.00 each
Foreign Incoming .....	Varies
Foreign Outgoing .....	Varies
Outgoing Wire Transfers – Domestic*	
Non-Repetitive Wire Transfer .....	\$29.00/wire
Repetitive Wire Transfer <sup>20</sup> .....	\$24.00/wire
Book Transfer via Wire <sup>17</sup> .....	\$6.50/wire
Automated Standing Transfer <sup>21</sup> .....	\$13.00/wire
Wire Transfer Mail Advice <sup>18</sup> .....	\$8.00/advice
Wire Transfer Email Advice .....	\$2.25/advice
Wire Transfer Trace .....	\$35.00/trace
Cancel Wire Transfer .....	\$25.00 each
Outgoing Wire Transfers – International*	
Consumer <sup>22</sup> .....	\$58.00/wire
Non-consumer, Non-Repetitive <sup>16</sup> .....	\$50.00/wire
Non-consumer, Repetitive Wire Transfer <sup>16,20</sup> .....	\$24.00/wire
Automated Standing Transfer <sup>16,21</sup> .....	\$13.00/wire
Wire Transfer Mail Advice <sup>18</sup> .....	\$8.00/advice
Wire Transfer Email Advice .....	\$2.25/advice
Wire Transfer Trace .....	\$55.00/trace
Cancel Wire Transfer .....	\$50.00 each

\* Wire Transfers conducted without a signed Wire Transfer Agreement will be subject to the terms of the Comerica Bank Business and Personal Deposit Account Contract governing the Account to be debited for the transfer but excluding any requirement to give advance notice of fee changes for the service except where required by law.

## Footnotes

- <sup>1</sup> If you select Rich Rewards® Checking, Premier Checking or Comerica Platinum Circle Checking®, simply tell us which of your Accounts you would like to use for the purpose of combining balances.
- <sup>2</sup> If an account closes more than 10 days into statement cycle, maintenance and applicable option fees may be charged.
- <sup>3</sup> With Comerica's CheckPhoto, you receive images of the front of your cancelled checks with your monthly statement. Check Safekeeping is when your checks are not returned with your monthly bank statement. Although we destroy the checks, copies are kept for a limited time.
- <sup>4</sup> Comerica Web Banking® is required in order to access e-statements and to submit a request to have your paper statement suppressed. Your Account will be eligible for the monthly maintenance fee discount for as long as your Account is enrolled in paper statement suppression.
- <sup>5</sup> If Account requirements are not met within any 90-day period, the Account will automatically convert to an Access Checking Account.
- <sup>6</sup> The average daily Ledger Balance is calculated by adding the Ledger Balance in the Account for each day of the period and dividing that figure by the number of days in the period. One Comerica Platinum Circle Checking Account per \$50,000 maintained in qualifying Personal and Business Account balances. A maximum of three Comerica Platinum Circle Checking Package Account relationships per qualifying Account balances. Each Comerica Platinum Circle Checking Account Owner is entitled to provide one free Comerica Platinum Circle Checking Account and one Access Checking Account, free of monthly maintenance fees, to any member of his or her household.
- <sup>7</sup> If qualifying Account balances are not maintained, one or more of the Comerica Platinum Circle Checking Accounts related to those balances may be converted to the Rich Rewards Checking Account, at which time you may no longer qualify for the Comerica Platinum Circle Checking benefits.
- <sup>8</sup> Qualifying business balances are restricted to the following types of Account ownership: sole proprietorships, partnerships or closely held corporations. Only owners, principals or managing partners of the business are eligible to open Comerica Platinum Circle Checking Package Accounts when utilizing business balances to qualify.
- <sup>9</sup> Residential mortgage loans are excluded.
- <sup>10</sup> For combined statement, "month" is based on statement cycle date.
- <sup>11</sup> Savings withdrawal fees apply to excessive withdrawals, transfers or debit transactions; after 6 per month. These transaction types include: over-the-counter or in-person transactions; ATM or Debit Card purchases, withdrawals and transfers; telephone/IVR transfers; Web Banking transfers and payments; ACH debits or any other electronic withdrawals the Account holder authorizes.
- <sup>12</sup> MMIA and HY MMIA withdrawal fees apply to excessive withdrawals, transfers or debit transactions; after 6 per month. These transaction types include: checks written by you which clear the Account during the statement cycle; ATM or Debit Card purchases, withdrawals and transfers; telephone/IVR transfers; check printing fees; Web Banking transfers and payments; ACH debits and any other electronic withdrawals the Account holder authorizes.
- <sup>13</sup> Applies to Savings and Checking Accounts. The Overdraft fee applies to Overdrafts created by check, in-person withdrawal, ACH, recurring electronic debit (including recurring debit card transactions), and other electronic means. Also, this fee applies to Overdrafts created by ATM and one-time debit card transactions if you have authorized us to pay Overdrafts created by these types of transactions as set forth in our "What You Need To Know About Overdrafts and Overdrafts Fees" disclosure.
- <sup>14</sup> An occurrence is defined as a day on which your Account had at least one overdraft item. Occurrences are collected and used based on a rolling 12-month period.
- <sup>15</sup> Maximum of 2 charges per day.
- <sup>16</sup> Beneficiaries of international wire transfers may be assessed additional fees by the beneficiary and/or intermediary banks.
- <sup>17</sup> A Book Transfer via wire is a transfer between two Comerica accounts that is processed internally by the Bank (some restrictions apply).
- <sup>18</sup> All domestic and international wire transfers are required to receive a Wire Transfer Mail Advice, unless the customer signs a Bank exception form.
- <sup>19</sup> This service is available for non-customers only if the source of the funds is a Comerica check.
- <sup>20</sup> For repetitive wire transfers, the customer must sign a repetitive wire transfer template form which will be used by the Bank to create a unique code that must be provided when calling our wire room. See the Global Funds Transfer User Guide for additional information.
- <sup>21</sup> For automated standing transfers, customers must sign a Comerica prescribed form.
- <sup>22</sup> Outgoing International Wire Transfers for consumers require legally mandated disclosures and special processing by the Bank.
- <sup>23</sup> If an 1849 participant no longer meets 1849 eligibility requirements, one or more of the 1849 Checking accounts related to the 1849 participant may be converted to a Rich Rewards checking account(s), at which time you may no longer qualify for the 1849 Checking benefits.
- <sup>24</sup> Securities and other non-deposit investment products are not insured by the FDIC; are not deposits or other obligations of, or guaranteed by, Comerica Bank or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. Comerica Bank and its affiliates do not provide tax or legal advice. Please consult with your tax and legal advisors regarding your specific situation. Contact your Comerica Relationship Manager to see if your non-deposit investment product qualifies.

## Questions?

If you have any questions about our products, services, interest rates or Annual Percentage Yields (APYs), please talk to one of our financial service representatives at any of our convenient banking centers or call our Customer Contact Center toll free at **800.292.1300**.

*This brochure is accurate as of the date of printing. However, Comerica reserves the right to make changes at any time.*



**Comerica Bank is a MEMBER FDIC.**





# Amendment to the Comerica Business and Personal Deposit Account Contract

The following sections of the Comerica Business and Personal Deposit Account Contract ("Contract") are amended effective May 12, 2025, as outlined below. Sections of the Contract that are not listed in this amendment will remain as written.

1. Section 6.02 **General Availability of Funds Deposited** will be stricken in its entirety and replaced with:

Our policy is to generally make funds from your cash deposits and electronic direct deposits available on the same Business Day we receive your deposit, and funds from your check deposits available on the first Business Day after the day we receive your deposit when the deposit is made with a teller at a Comerica Bank banking center. For check deposits made at an ATM, the first \$275 of your deposit will be made available on the same Business Day and the remainder will be available on the second Business Day after we receive your deposit. Once funds from your deposit are made available to you, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that 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 unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays and federal holidays. Funds deposited with a teller at a banking center are considered received on that Business Day. Funds deposited at a Comerica ATM on a Business Day before the cutoff time of 8:00 p.m. Eastern Time are considered received on that Business Day. However, if you make a deposit at a Comerica ATM on a Business Day after the cutoff time, or on a non-Business Day, we will consider that the deposit was made on the next Business Day. Funds deposited to a night depository will be considered received on the Business Day they are actually removed from such depository and

accessible to us for processing. Funds mailed to us will be considered received on the Business Day they are actually received. Until we receive the deposit, you bear the risk that it will be lost, stolen or destroyed.

2. Section 6.04 **Longer Delays May Apply** subsection 2 is replaced with:

You deposit checks totaling more than \$6,725 on any one day,

3. Section 6.06: **Special Rules for New Customers** will be stricken in its entirety and replaced with:

If you are a new customer, the following special rules may apply during the first 30 days your Account is open:

- a. Funds from electronic ACH direct deposits to your Account will be available on the day we receive the deposit.
- b. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury, cashiers, certified, tellers', travelers', and federal, state and local government checks will be available on the first Business Day after the day of your deposit, if the checks are payable to you; provided that if your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second Business Day after the day of your deposit. The excess over \$6,725 for these deposits will be available on the ninth Business Day after the day of your deposit.
- c. Funds from all other check deposits will generally be available on the ninth Business Day after the day of your deposit.





# **Business and Personal Deposit Account Contract**



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By signing the Signature Card, requesting an Account or making a deposit to the Account, you agree to the terms contained in the Contract, as that term is defined in Section 1.32. The terms contained in the Contract are effective August 1, 2024, unless a later date is stated, and supersede all previous Business and Personal Deposit Account Contracts. Not all products and/or services described in this Contract are available in all markets of the Bank. Terms that are different based on market of the Bank are noted.

## 1.00 Definitions

1.02 *Acceptance* means a document which you sign if we, at your request and upon our approval, establish a sweep arrangement for you.

1.06 *Account* refers to any Business or Personal Account.

1.08 *Annual Percentage Yield (APY)* is the amount of interest, expressed as a percentage rate, an Account would earn in a year at the stated interest rate and frequency of compounding.

1.10 *Annual Percentage Yield (APY) Disclosure* shows the APY for an Account based on the interest rate in effect on the day the disclosure is provided.

1.12 *Authorized Signature* is the original signature or Simulated Signature of an Authorized Signer.

1.14 *Authorized Signer* is the person(s) authorized and designated by you on the Signature Card to conduct specified Account business (including withdrawals, transfers, wire orders, etc.) including the Owner(s); and, if a Business Account, as authorized in your Declaration and Agreement for Opening and Maintaining Deposit Account(s) or other resolution/authorization acceptable to us.

If you require more than one Authorized Signer's signature or authorization to conduct certain transactions related to the Account, this requirement will be deemed solely for your own purposes. We will not be liable to you as long as at least one Authorized Signer's signature appears on your checks, drafts, orders, or if our records indicate that a withdrawal or transfer was made by or on behalf of one Authorized Signer by telephone, Card or other method. This includes situations in which you have provided your Card and/or PIN to someone else to use and have not notified us that the person no longer has your permission to use it.

If your Account was opened at a Texas banking center and is owned by a minor, and we receive written notice from the minor's parent or legal guardian denying his or her authority to control, transfer, draft on or make withdrawals from the Account, all actions by the minor as an Authorized Signer must be joined by a parent or legal guardian until the minor reaches majority.

1.16 *Available Balance* is the Ledger Balance in your Account plus any pending electronic credits, less (a) any pending electronic debits and Card transactions for which a merchant has obtained a payment authorization, and (b) any funds which are held, frozen, or subject to encumbrances.

1.18 *Bank* ("our," "us" and "we") means the Comerica bank affiliate with whom you have established your Account, as identified on your Signature Card.

1.20 *Brochure* refers to our Business Account Service Charge and Interest Information or our Personal Services and Charges brochures, whichever is applicable, as these may be amended from time to time.

1.22 *Business Account* refers to any Account listed in the Business Account Service Charge and Interest Information Brochure.

1.24 *Business Day* refers to any weekday, excluding Saturdays, Sundays and Federal legal holidays.

1.26 *Card* is any card that is designed to access a Comerica deposit Account for the purpose of electronic funds transfer, including but not limited to a Comerica ATM Card +, Comerica Debit Card, Comerica Business ATM Card +, or Comerica Business Debit Card.

1.27 *Cash Reserve* is your Elan Financial Services issued cash reserve account, offered through Comerica Bank.

1.28 *Checking Account* is any Account identified as a Checking Account in the Brochure. All interest-bearing Checking Accounts are variable rate Accounts unless otherwise stated in the APY Disclosure or, for Business Accounts, in the Brochure. Interest is compounded and paid monthly.

You authorize us to establish your Checking Account as a subaccount of a Master Account. The Master Account will consist of a Checking subaccount and a Savings subaccount. If your Checking Account is interest bearing, the subaccounts will be interest bearing, and interest will be paid on the balance in the two subaccounts. If your Checking Account is not interest bearing, the subaccounts will not be interest bearing. All transactions, including checks, debits, withdrawals, deposits and credits will post to the Checking subaccount. The only statement you will receive for the Master Account will be the monthly Checking subaccount statement. Periodically, we may transfer funds between the subaccounts. These transfers will not affect your access to the total funds on deposit, the Master Account balance, the interest earned, if any, or your Checking Account number.

1.30 *Collected Balance* is the Ledger Balance less deposited items in the process of collection.

1.32 *Contract* refers to this document which incorporates by reference the following:

- An Account Signature Card,
- A Brochure,
- A Request for Taxpayer Identification Number or Certificate of Foreign Status,
- A copy of the Annual Percentage Yield Disclosure (for interest bearing Personal Accounts),
- A Declaration and Agreement for Opening and Maintaining Deposit Account(s) or other resolution/authorization we accept from you (for Business Accounts),
- For IRAs, a signed IRA Beneficiary Designation and Adoption Agreement, and the Disclosure Statement and Master Terms of Individual Retirement Custodial Accounts,
- For Coverdell Education Savings Accounts (ESAs), a signed ESA Beneficiary Designation and Adoption Agreement and the Disclosure Statement and Master Terms of a Coverdell Education Savings Custodial Account.
- For sweep arrangements, a signed Acceptance,
- Any other written agreement(s) executed between us and you in relation to the Account, including the Card agreement.

1.34 *Credit Card* is your Comerica MasterCard® or Visa® credit card offered/provided by Elan Financial Services.

1.35 *E-Sign* or Electronic signature means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

1.36 *ESA* is a Coverdell Education Savings Account (formally Education IRA) established pursuant to section 530 of the Internal Revenue Code. ESAs include ESA Time Deposit Accounts (TDAs) and ESA Savings Accounts.

1.37 *Funds Transfer Business Day* is each Business Day before 4:00 p.m. Eastern Time on which we are open for purposes of processing funds transfers.

1.38 *Interactive Voice Response ("IVR" or "VoiceBank")* is a service that permits you to obtain Account information and to perform certain transactions by using a touch-tone telephone and a PAC.

1.40 *IRA* is an individual retirement arrangement established pursuant to Section 408(a) of the Internal Revenue Code. An IRA Account is an Account in which you invest contributions to your IRA. IRA Accounts include IRA Time Deposit Accounts and IRA Savings Accounts.

1.42 *Ledger Balance* is the balance in your Account that reflects posted transactions, which include deposits, credits, withdrawals and other debits.

1.44 *Non-Sufficient Funds (NSF)* (sometimes referred to as Insufficient Funds) refers to the circumstances in which we do not pay a check or other item or permit a withdrawal or transaction because the Available Balance in your Account is less than the amount of the check, item, withdrawal or transaction.

1.46 *Overdraft* is a negative Available Balance in an Account that is created when we pay a check or draft or honor a withdrawal or debit transaction in an amount which exceeds the Available Balance in the Account.

- 1.48 *Owner ("you" and "your")* means any of the persons or entities who are designated in the Account Registration section of the Signature Card for the Account as a legal owner of the Account.
- 1.50 *Personal Account* refers to Savings and Checking Accounts and Time Deposits we offer primarily to individuals, trusts, estates, custodians, guardians, and conservators, and to Savings Accounts and Time Deposit Accounts we offer as IRAs and ESAs.
- 1.51 *Personal Access Code (PAC)* is used to verify your identity when accessing the Interactive Voice Response ("IVR") to perform certain transactions. A PAC is not the same as the PIN connected to your Card.
- 1.52 *Personal Identification Number (PIN)* is the number selected by you or assigned by us for your Account or Card for security purposes.
- 1.54 *Savings Account* is any Account described as a Savings Account in the Brochure. All Savings Accounts are variable rate Accounts unless otherwise stated in the APY Disclosure or, for Business Accounts, in the Brochure. Interest is compounded and paid monthly.
- 1.56 *Service Charges* are any amounts assessed in connection with your Account as described in the Brochure.
- 1.58 *Set Off* is our right to withdraw from any Account or any other funds or property in our possession that you have with us (or if multiple Owners, and one or more Owner has with us), to pay any debt any Owner owes to us, unless we are prohibited by law from doing so.
- 1.60 *Signature Card, E-Signature Card or Master Signature Card* is our document, including our Business Signature Document, Consumer Signature Document or one that is acceptable to us, that you sign which designates the Account ownership (Account registration), the Authorized Signer(s), and the Bank. The Signature Card may contain additional terms.
- 1.62 *Simulated Signatures* are mechanical, facsimile, image, rubber stamp signatures, or other forms of signatures intended to be used as the signature of an Authorized Signer, including electronic signatures captured via E-sign.
- 1.64 *Time Deposit Account ("TDA" or "CD")* refers to any Account with respect to which you agree to maintain funds on deposit until a stated maturity date. While we may refer to these Accounts as a Certificate of Deposit "CD," it will not be evidenced by a certificate. All TDAs are variable rate Accounts unless otherwise stated in the Fee Brochure or for Personal Accounts, the APY Disclosure. Interest is compounded and paid monthly.
- 1.65 *Transaction.* As it relates to the use of a Card, the term Transaction shall mean any of the activities identified herein at Section 7.02.
- 2.00 **Terms Applying to All Accounts.**
- 2.02 **Opening the Account.** Your Account will be considered opened when you have provided us with all of the documentation that we require, including, but not limited to a Signature Card, tax payer identification certification and, if applicable, business documentation and we have noted the Account as open on our records. The Bank requires identification and tax-payer information in order to open an Account. 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 person or entity who opens an Account. What this means for you: When you open an Account, we will ask you and/or your representative for your name, address, date of birth (for personal Accounts), and other information that will allow us to identify you and, we may also ask to see your driver's license or other identifying documents. We may also independently verify your identity through the comparison of identifying information you or your representative have provided with information we obtain from a consumer or business reporting agency, public database or other source. Accordingly, you agree to provide true, accurate, and complete information on all forms required by us and agree to inform us anytime there is a material change to such information.

The Bank may also request additional information from you or third parties, including credit reports, at the time the Account is opened or any time thereafter. At our discretion, the Bank may refuse to open an Account, refuse to accept additional deposits into an Account, terminate check writing privileges or close an Account. You agree to notify us promptly regarding any change to information you provided to open the Account.

By signing the Signature Card or making a deposit to the Account, you agree to the terms contained in the Contract.

- 2.04 **Applicable Laws, Rules, Regulations.** This agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the law of the state where your account is located. Here's how we determine where your account is located: If you applied for the account in person at one of our banking offices, then the account is located in the state where you applied. If you applied in person for a business account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your account is located in the state where the representative's business office is located. If you applied for the account by mail, fax, online, or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state, which for joint accounts will be based on the address of the owner whose name was listed first. If you reside in: AK, CA, CO, HI, ID, MT, NV, OR, WA, WY, or UT you will be assigned to California; AZ you will be assigned to Arizona; FL you will be assigned to Florida; AL, CT, DC, DE, GA, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, NE, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, VT, VA, WV and WI you will be assigned to Michigan; AR, NM, OK, LA and TX you will be assigned to Texas, unless we notify you otherwise.

- 2.05 **Use of Your Account.** You agree that you will not use your Account to conduct:

1. any transaction that would violate the terms of this Deposit Contract,
2. any transaction that would violate any federal, state or local law or regulation or presidential order of the United States, including but not limited to transactions related to internet gambling if the transaction is illegal under federal, state or local law, including but not limited to the Unauthorized Internet Gambling Act, (We will prohibit and block internet gaming transactions, including those that may be legal), and
3. any transaction that is not for personal purposes, if your Account is a Personal Account.

- 2.06 **Joint Owners.** If your Account is designated as jointly owned by two or more persons or entities, as indicated on the Account Signature Card or our records, then each Owner agrees: (a) to be bound by this Contract, any amendments to it and any other agreement between any Owner of the Account and us regarding the Account; (b) to be jointly and individually liable for all Service Charges and overdrafts regardless of whether each Owner participates in or benefits from the transactions; (c) that any one Owner or Authorized Signer may write checks and make withdrawals or other transfers by any means we make available, and regardless of whether the withdrawal or transfer is for all or any portion of the funds on deposit in the Account or is with or without the knowledge or consent of any other Owner; (d) that any Owner may designate sub-users for the Account in Comerica Web Banking®, and each Owner will be bound by and jointly and individually liable for any resulting use or transactions regardless of whether each Owner participated in, had knowledge of, or gave consent for the sub-user designation; (e) that any Owner or Authorized Signer may place a stop payment order on checks or other orders drawn against the Account by any other Owner or Authorized Signer; (f) that any Owner may close the Account without the knowledge or permission of any other Owner; (g) that we may exercise our Set Off rights against the Account in the event any one or more of the Owners defaults on any obligation owing to us even if the non-defaulting Owner(s) contributed all or a majority of the funds to the Account; (h) that garnishments against any one or more Owner(s) are subject to our right of Set Off and security interest; (i) that notice given to any Owner or Authorized Signer is notice to all of the Owners, unless a different notice is required by applicable law; and (j) funds in the Account are payable to any one or more of the Owners without the consent of any other Owner.

For Accounts opened at a banking center in the state of Texas, funds in the Account are owned by the Owners in proportion to each Owner's net contributions to the Account. If the account is opened at any other banking center, the funds are owned by the Owners as determined by local law.

Each joint Owner agrees, unless otherwise indicated on the Signature Card or other Bank record for the Account, that all money in the Account may be paid to or on the order of any surviving joint Owner, either before or after the death of any other Owner. Payment by us shall be valid and discharge the

Bank from liability regardless of original ownership of the money deposited to the Account.

2.07 **Changes in Account Ownership, Address and Authorized Signers.** You agree to notify us immediately in writing of any change in your name, address, business capacity, or the Authorized Signers on your Account. We may require documentation supporting any change and a new Signature Card before any change in ownership or Authorized Signers becomes effective. If the Authorized Signers change, we may continue to honor items and instructions given earlier by any previously Authorized Signers until we receive specific notice from you in writing not to do so (Note: A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). We may require you to close your Account or provide us with stop payment orders to prevent transactions. There may be a delay in implementing a change in the Authorized Signers on our records, and you agree that we will be given at least five business days to make any changes effective. "Convenience" and similar accounts are not available at Comerica, and a "convenience" signer as such cannot be designated on any Account.

2.08 **Adjustments.** We may make adjustments to your Account whenever a correction is required. Adjustments might occur, for example, if deposits are posted in the wrong amount or to your Account in error, if posting is delayed or items are returned unpaid. If our fee to make a correction is greater than the amount in question, we may elect, at our discretion, not to make an adjustment to your Account to correct an error which you or your agent cause.

2.08.02 **Returned Items.** If an item deposited to your Account is returned to us by the financial institution on which it is drawn, we may accept that return and charge the item back against the Account or a different Account that we agree to charge for this purpose, even if this charge back causes the Account to be overdrawn, and without regard to whether the item was returned to us before or after the other financial institution's midnight deadline. If the applicable Account does not have sufficient funds, we may charge the item back to any other Account you have with us. Further, if an item deposited to your Account was paid by the financial institution on which it was drawn and that financial institution later returns the item to us claiming alteration, forgery, unauthorized maker or endorser or other defense against payment, we may withhold the amount of that item from your Account until the claim is finally resolved.

2.10 **Assignment/Pledge/Transfer.** You may not assign, transfer, pledge or grant a security interest in your Account to others without our prior written consent. Pledging funds of a trust Account may be subject to additional conditions. TDAs are not transferable (except for transfers made on our books) when owned by one or more individuals or a sole proprietorship or by a trustee, custodian, agent or other fiduciary on behalf of one or more individuals. Notwithstanding the above, TDAs are not prohibited from being transferred due to circumstances arising from death, incompetence, marriage, divorce, attachment or otherwise by operation of law.

2.12 **Security Interest.** You grant us, to the extent allowed by law, a continuing security interest in your Account (except IRA Accounts) and its proceeds, and any of your funds or property in our possession, to secure present and future indebtedness any Owner of the Account owes us.

2.14 **Set Off.** You agree that we may, at any time and without prior notice, set off funds in any Account, or any other funds or property in our possession, in which you have an ownership interest for the payment of debts or liabilities, including loans, owed to us by any or all of you, to the fullest extent permitted by law and regardless of the source of the funds in your Account. You understand such action could result in an interest penalty or dishonor of subsequent debits. Our ability to Set Off does not apply to Personal Accounts if the obligation is created under a consumer credit card plan, IRAs or ESAs.

2.15 **Posting Order.** We determine the order checks, transfers and other transactions are posted to and paid from the funds in your Checking or Savings Account and reserve the right to post and pay checks, transfers and other transactions in any order. However, our usual posting order for ordinary transactions is as follows:

1. All credits, including but not limited to checks that you deposit into your Checking or Savings Account, wire transfer deposits, ACH direct deposits, ATM deposits and cash deposits, posted in high to low order without regard to transaction type.
2. Error resolution debit entries. These entries correct or reverse prior credits that we gave in error to your Checking or Savings Account, posted in high to low order.
3. Fees that you owe us, including but not limited to fees for your Checking or Savings Account, paid in high to low order.
4. Wire transfer debits, paid in high to low order.
5. ATM, Debit Card and customer initiated electronic and IVR (interactive voice response) telephone transfers between Comerica Bank Checking or Savings Accounts. If we know when the transactions occurred, we pay them in chronological order. If we do not know when the transactions occurred, we pay in low to high order.
6. All other debit transactions not described in 2-5 immediately above, including but not limited to checks, online bill payments, teller withdrawals and in person/telephone (non-IVR) transfers, paid in high to low order without regard to transaction type.

2.16 **Deposits.** A minimum deposit may be required to open and/or add to an Account. Refer to the APY Disclosure and Brochure for any minimum balance requirements. We reserve the right to limit the size of a deposit and the amount of funds maintained in an Account. If you have a Card (ATM, Comerica Debit Card or Comerica Business Debit Card) associated with your Account, you may make ATM deposits only at Comerica Bank ATMs.

If you deposit funds belonging to third parties (beneficial owners) in an analyzed Account, you represent that your use of any related earnings credit will not violate any law, regulation, obligation, or agreement with such parties. You also agree to indemnify and hold us harmless from and against any and all claims, actions, proceedings, losses, costs (including attorney's fees and other charges), liabilities and/or damages that arise from your use of the analysis service or the manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of the Contract.

We may accept from any source, an item payable to any Owner for deposit to your Account without questioning the authority of the person to make the deposit and whether or not it is endorsed by you. On Personal Accounts, you authorize us to give cash back to any Authorized Signer or designated agent on any check payable to any Owner.

We may refuse to accept an item for deposit or may accept an item on a collection basis only. Deposits of Comerica Cashier's checks, Teller checks, Official Checks, On-us checks (check drawn on Comerica Bank), Certified checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, state or local government checks (if deposited in the issuing state), U.S. Treasury checks, and Travelers Cheques, must be deposited with a teller at a Comerica Bank banking center to receive next day funds availability. Deposits dropped off by couriers, where we accept such deposits, must be enclosed in bags that we determine are acceptable for this purpose and contain a completed deposit ticket. Any item we cash or accept for deposit is subject to verification and final payment. We may deduct funds from your Account if an item is lost, stolen, or destroyed in the collection process, or if it is returned to us unpaid, even if you have already used the funds. In the alternative, we may re-present the item for payment. In addition, see Section 7.34 regarding electronic credits.

We may issue a deposit receipt based upon the amount written on your deposit ticket without verifying the cash and checks included with the deposit. However, you are bound by our final count of such deposits.

You should include a completed deposit ticket for each deposit, except those made at an ATM or by other electronic means. If you make any deposit or payment which is not accompanied by instructions indicating how or where it is to be credited, we may apply it, at our discretion, to any loan or Account you maintain with us. When you make a deposit at an ATM, we credit an Account linked to your Card (even if you enclosed a deposit slip or instruction for a different Account).



- 2.16.02 **Endorsements.** You agree to comply with Regulation CC endorsement standards which are printed on the back of most checks. We reserve the right to refuse to accept a check if the back is not clear and readable or otherwise fails to meet these standards. You will be responsible for any loss that we incur as a result of any check returned to us because you or the payee failed to comply with these standards. You authorize us to supply your endorsement on items deposited to your Account by you or on your behalf. If your Account is jointly owned, any Owner may endorse checks payable to any one or more of the other Owners for deposit to your Account. You authorize us to accept for credit to your Account or collection all checks, drafts and funds transfers for payment of money when your instructions indicate to do so or when endorsed in your name using an endorsement method acceptable to us whether or not a title designation accompanies the endorsement or order. If you deposit items that have endorsements of individuals or entities unknown to us, we may refuse the item or require all endorser to be present or to have their endorsements guaranteed before we accept the item. We may also require noncustomers to provide suitable identification, including a fingerprint, and to pay check cashing fees before cashing checks drawn on your Account.
- 2.16.04 **Night Depository/Night Drop.** If you use the night depository or night drop ("depository"), please observe the safety instructions described for ATMs in Section 7.32. We cannot guarantee your safety at the depository. All such deposits are subject to later verification, count and adjustment by us and will be deemed received by us when they have been removed from the depository and are accessible to us for processing. We do not insure the depository or its contents. We will not be responsible for any loss caused by fire, flood, water damage, vandalism, burglary or acts of God. If you sign a separate night depository agreement with us, the terms of that agreement will govern your deposits to the depository in the event of any inconsistency with this Contract.
- 2.16.06 **Items Sent for Collection.** We and other institutions may refuse to accept a check for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged checks. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your Account for the amount until we receive the funds from the other institution. If we elect to credit your Account before then, we may charge the amount back against your Account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving checks for collection. Other institutions that send or receive checks for collection involving your Account also may impose a fee for their services. If we accept a foreign check, you assume all the risk of loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency items and may recover from your Account any loss incurred in connection with our processing of such items.
- 2.16.08 **Demand Drafts.** You may not deposit demand drafts (items not bearing the maker's signature, but purporting to be authorized by the maker) to an Account with us without our prior, express written consent. If you make such a deposit you are liable for any loss or cost we incur as a result.
- 2.18 **Checks.** We may refuse to accept or charge an additional fee for any checks you have written or that you deposit that cannot be legibly imaged or copied, are not in machine readable form or cannot be electronically processed. If you do not order your checks through us, we may require samples of your checks and deposit tickets. You agree to safeguard your blank checks and to take reasonable steps to prevent their unauthorized use. You agree to notify us immediately if it appears that any blank checks are missing or otherwise unaccounted for, or if you become aware of the use of counterfeit checks purportedly drawn on your Account. Further, to the extent that we have exercised ordinary care in paying or taking the checks, you agree to accept responsibility for any failure to safeguard your blank checks. We may require you to close your Account and/or accept a new Account if one or more of your blank checks are lost or stolen or if there has been unauthorized use of your Account. You agree that we will be free from any liability if we return such checks "Account Closed", and that we will not be liable for the cost of any unused checks on such an Account.
- 2.18.02 **Checks Bearing Notations.** We may pay or accept checks and other items bearing restrictions or notations (i.e., "Void after six months," "Void over \$25," "Payment in Full," ) whether written on the front or the back in any

form or format. If you write, cash or deposit a check with such notations, you agree that any such restrictions or notations apply only between you and the payee or maker. The notation will not bind us and you agree to accept responsibility for the payment of the item. You agree to indemnify and hold us harmless from and against any claim or alleged loss of any payee or maker involving such notations if the funds are deposited into your Account or you are the maker or payee.

- 2.18.04 **Postdated Checks.** We may pay or return a check, at our discretion, if it is presented prior to the date stated on the check. You may request that we not pay the check prior to its stated date by placing a stop payment on the check. (See Section 2.18.10 for stop payment requirements and timing rules.)
- 2.18.06 **Stale-Dated Checks.** We may pay or reject a check which is presented for payment more than six months after its stated date, even if the presentation occurs after the expiration of a stop payment order or written notice of a postdated check. We are not required to identify or to seek your permission to pay stale-dated checks.
- 2.18.07 **Checks Written For More Than \$99,999,999.99.** You agree that you will not write checks in an amount that exceeds \$99,999,999.99. If you do, however, write a check that exceeds this amount, you assume all risk of loss due to improper processing which may occur due to industry system limitations.
- 2.18.08 **Words vs. Numbers.** You agree that we may process checks based on either the written or numerical amount reflected on the items. If we note a contradiction between the numerical and written amounts, or if the numerical amount is missing, we may treat the amount contained in the words portion of the check as prevailing.
- 2.18.10 **Stop Payments.** Payment may be stopped on a check if you give us a reasonable period of time to act on your notice and we have not already paid the check. Even if we have not paid the check, we will not be bound by a stop payment request made later than one hour after the opening of the Business Day following the Business Day on which the check is presented to us for payment. A notice to stop payment must include all of the following:
- Your Account number,
  - The check number,
  - The **EXACT AMOUNT (dollars and cents)** of the check,
  - (At our discretion) the name of the payee and check date.

We will not be liable for paying a check over a stop payment order if the order is incomplete, incorrect, has expired or was not received in a timely manner. Further, we will not be liable for making payment contrary to your stop payment request if payment is made through inadvertence or accident notwithstanding our use of ordinary care.

We will be bound by an oral stop payment order for 14 days, although in our sole discretion, we may continue to honor an oral stop payment order for six months. We will be bound by an order that is written or communicated to us by IVR/VoiceBank for six months unless you renew or revoke it in writing.

You will indemnify us for all costs, expenses, damages and attorney's fees we incurred due to refusal to pay the item on which you requested a stop payment.

If we credit your Account for the amount of loss you prove has occurred after having paid your check over a correct and timely stop payment order, you assign to us all rights against the payee and/or any other holder of your check and agree to cooperate with us in any legal actions that we may take against such persons or entities.

Stop payment orders on electronic items are subject to other rules and/or agreements; see Section 7.08 with respect to Personal Accounts.

- 2.18.12 **Check Verification.** We may process checks via an automated system based on the information encoded on the items. We do not visually examine each check to determine if it is properly completed or endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. While we review checks from time to time, you understand and agree that reasonable commercial standards do not require it.

2.18.13 **CHECK CLEARING FOR THE 21st CENTURY ACT ("CHECK 21") and YOUR RIGHTS. Important Information for Consumers About Your Checking Account, Substitute Checks and Your Consumer Rights.**

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

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

**What are my rights regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a direct result of this withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. If your Account is interest bearing, you are also entitled to interest on the amount of your refund. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest, if applicable) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check in question was correctly posted to your Account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, **please go to a Comerica banking center or phone us at 800.654.4456 to make your claim.** You must contact us within 40 calendar days of the date that we mailed or otherwise delivered or made available (per your agreement) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include all of the following:

- A description of why you have suffered a loss (for example you think the amount withdrawn was incorrect or the original check was not authorized by you);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check or if you cannot provide a copy, the following information to help us identify the Substitute Check in question: the check number, the name of the person to whom the check is written, the amount of the check and the date that it was debited from your Account.

If you make your claim by phoning us and your claim alleges forgery, alteration or fraud regarding a Substitute Check, we require you to put your claim in writing and complete and sign an affidavit of forgery/fraud. We must receive your written claim by the 10th banking day after the banking day on which we received your oral claim. You may make your written claim at a banking center, mail it to an address we give you or mail it to:

Comerica Bank  
P.O. Box 5000  
Detroit, MI 48275-2320

If you do not require a better copy of the Substitute Check to confirm that you in fact suffered a loss, the special procedure described above does not apply but you may have other rights. See Section 2.24.02 regarding your obligations and rights and call us at the phone number above or go to your banking center to make your claim.

2.18.14 **Check Cashing (Non-Account holder, check drawn on Comerica Bank).**

When a check you have written is presented at one of our banking centers for cashing by a payee/presenter who is not an Account Owner, you agree that we may charge the payee/presenter a check cashing fee unless we have agreed in writing otherwise. You agree that our refusal to cash your check without receipt of payment of the check cashing fee will not constitute wrongful dishonor of the check. For purposes of this fee, generally a non-Account Owner is a person or entity that does not have an open Account or loan with us when cashing or attempting to cash a check. You also agree that we have the right to change our definition of an Account Owner at any time and no prior notice of such change is required.

2.18.16 **Payable Through Drafts.** You agree not to execute any draft "payable through" us unless we have signed a written agreement with you governing handling of payable through drafts. If we do not have an agreement governing the handling of drafts, we may dishonor any "payable through" draft drawn by you without notice to you and charge your Account our customary returned check charge. If any draft indicates your Account number (in MICR encoding or otherwise), we may treat that item as a check drawn on the indicated Account.

2.18.20 **Electronic Check Representation (RCK).** If we receive an electronic represented check (RCK), we will pay or return the RCK as if the check was again presented to us for payment in accordance with the NACHA rules.

2.20 **Withdrawals.** Some Accounts may be accessed through Comerica ATMs, merchant terminals and participating ATM networks. Some Accounts may also be accessed by checks or by other means.

If a photocopy of a check or other item that appears to be drawn on your Account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not be liable if the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

For IRA Account withdrawals, tax reporting rules require that you give us the reason for withdrawal.

2.20.02 **Authorized Signature.** We may pay out, transfer or withdraw any and all funds in your Account, when authorized by any Authorized Signer, whether the request is in writing (original or Simulated Signature), by telephone, or other means which we determine acceptable. You authorize us to pay any and all such checks, drafts, orders, transfers, wire instructions or other instruments, even if to do so creates an Overdraft in your Account. We are not required to inquire into the circumstance of your checks, withdrawals or transfers or the disposition of the proceeds of them, whether: (a) drawn to the individual order; (b) tendered in payment of an individual obligation; (c) deposited or transferred to the personal accounts of the Authorized Signer; or (d) otherwise ordering the transfer or withdrawal from any Account. We reserve the right, at any time, to refuse to accept Simulated Signatures. If you use a Simulated Signature, you agree to indemnify and hold us harmless from and against any and all losses, claims, damages, liability, costs and expenses (including reasonable attorney's fees) you incur arising out of the use, misuse or unauthorized use of a Simulated Signature by any person. You agree to assume any and all responsibility for any and all payments we make in good faith reliance upon Simulated Signatures resembling an Authorized Signature which you have provided to us.

2.20.04 **Withdrawals by Legal Representative.** Unless required by law, we will not be obligated, but may permit, your attorney-in-fact, agent or other legal representative to make withdrawals from your Account provided that the documentation we receive is acceptable to us. Except as required by law, we will have no liability to you, your heirs or assigns for making such payments if we reasonably believe the documentation provided to us is valid or if we refuse, in our sole and absolute discretion, to make such payments. Each Owner consents to the withdrawals made by any other Account Owner's attorney-in-fact/agent or other legal representative.

## 2.20.06 Withdrawal Limitations and Penalties

- a. Notice of Withdrawal. We reserve the right to require seven days' notice of any withdrawal or transfer of funds from any Account, other than an Account that is an interest-bearing Business Checking Account, or an Account as to which the reservation of such right would preclude the Account from qualifying for the unlimited guarantee of the FDIC under the FDIC's temporary unlimited coverage for noninterest-bearing transaction Accounts.
- b. Interest Checking, Savings and Money Market. Fees may reduce the earnings on the Account.
- c. TDAs (including IRA and ESA TDAs). We may refuse to permit any withdrawal from a TDA prior to maturity except: (1) upon the death of any Owner; or (2) when the Owner is determined to be legally incompetent.

If we permit you to make a withdrawal from, or to renegotiate the terms of, a TDA prior to maturity, you agree to pay the applicable early withdrawal penalty, except in the circumstances described in (1) and (2) above. For a newly opened TDA, we may place a hold for up to 90 days on funds received via ACH and refuse to permit any withdrawal during this timeframe. Interest paid on your TDA is available for withdrawal without penalty unless it has been added to, and has become a part of, the principal amount. The minimum balance to receive monthly interest payments by check is \$5,000. No compounding will occur if interest is not paid into the account. Upon automatic renewal, interest that has become part of the principal will be subject to the early withdrawal penalties described below.

The early withdrawal penalty consists of the amount of interest that was, or could have been but for the early withdrawal, earned on the principal balance over a specified period of time. For variable rate TDAs, the penalty is calculated based on the rate in effect on the day of withdrawal.

For fixed rate TDAs the early withdrawal penalty is one month's interest for TDAs with a term of less than 90 days, three months' interest for terms of 90 - 179 days and six months' interest for terms of 180 days or longer.

TDAs with a variable rate are subject to an early withdrawal penalty equal to three months' interest. You may take a one-time withdrawal of up to 50% of the Account balance (principal and paid interest) any time after 7 days of opening the Account or additional deposit, but before maturity without incurring a Bank penalty.

- d. Rules Applicable to IRAs and ESAs. In addition, special rules apply to early withdrawals from IRAs and ESAs. There is no early withdrawal penalty imposed if you withdraw your deposit within seven days after the date your IRA or ESA plan is established, except you will forfeit an amount equal to the simple interest earned on the amount withdrawn. We will not assess a penalty in the following additional circumstances:
  1. you transfer deposit(s) during the 10-day grace period from one IRA or ESA to another IRA or ESA. Such withdrawals are considered to be made on the maturity date and if any interest is paid during the ten (10) day grace period it may be paid at a reduced rate, as Bank determines from time to time;
  2. you make a withdrawal of a specified deposit within the ten (10) day grace period;
  3. your death or permanent disability;
  4. your withdrawal of a deposit is pursuant to a court order;
  5. your withdrawal is part of a mandatory scheduled distribution;
  6. your IRA withdrawal is used for qualified first time home buyer expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
  7. your IRA withdrawal is used for qualified higher education expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
  8. your IRA withdrawal is used for qualified medical or health insurance expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
  9. your ESA withdrawal is used for the qualified primary, secondary or higher education expenses for the child Beneficiary (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts); or
  10. to correct an excess IRA or ESA contribution before the due date of your tax return.

Subject to the exceptions noted above, the early withdrawal penalties described in subsection (c) above also apply to IRA and ESA TDAs. The

penalties apply regardless of the time the funds withdrawn have remained on deposit.

If you transfer your IRA or ESA, in whole or in part, directly to another financial institution (not as part of a scheduled distribution) the early withdrawal penalties described above and the Service Charge stated in the Brochure will be applicable. EARLY WITHDRAWAL PENALTIES MAY REDUCE YOUR PRINCIPAL BALANCE.

- 2.20.08 **Funds Transfers/ACH Transactions (Outgoing).** If you do not execute a Bank Funds Transfer Agreement or ACH Agreement, we may, at our discretion, accept a written or oral funds transfer order from an Authorized Signer. If we do, you agree that our understanding of the instructions and our records will be conclusive evidence of the actual instructions given. We may handle funds transfer requests in any order we select. Any funds transfer request we receive on a non-Funds Transfer Business Day may be treated as accepted by us at the opening of the next Funds Transfer Business Day. We may presume that no financial institution to which or through which a funds transfer is sent has an earlier cutoff time for accepting transfers than we do. We may use any means which we, in our sole discretion, consider suitable for the transferring of funds. See Section 7.34 for additional terms applicable to outgoing funds transfers.

- 2.20.10 **Withdrawals/Transfers by Telephone or Electronic Order.** We may, in our sole discretion, accept and act on telephonic or electronic instructions from an Authorized Signer. You agree that our understanding of instructions and our records will be conclusive evidence of the actual instructions given. Unless otherwise agreed in writing, we are not required to accept instructions or permit withdrawals by telephone, and this does not constitute an agreement to do so. See Section 7.02.02 concerning Telephone Banking Services, which may be available to you if you have a PIN and/or Card and a touch-tone telephone.

The number of telephone transfers or withdrawals you may make in each billing cycle may be limited based upon the type of Account. We are not obligated to act on any telephone or electronic instruction that violates such restrictions or if we believe, whether correctly or incorrectly, that the caller may not be an Authorized Signer.

Your ability to give us telephonic or electronic instructions may be subject to the terms of additional agreement(s) you will be required to execute before such access is permitted.

- 2.20.11 **Automated Transfers Between Bank Checking Accounts (Business Accounts).** If you elect this service, at the close of each Business Day but before the opening of the next Business Day, we will transfer funds from your selected sub-Account to your master Account, after paying all items or other transfers/debits drawn on or against the sub-Account. To the extent that your selected sub-Account has a negative balance, we will transfer funds from your selected master Account to the sub-Account in an amount sufficient to bring the balance in the sub-Account to zero (or other target balance you select). If at any time you have insufficient balances in your selected master Account or sub-Account to accomplish the transfers, we will have no duty or obligation to transfer any amount provided however, at our option we may transfer such amounts necessary between the Accounts to bring the balance in the sub-Account to zero.

At our option, we may honor your oral instructions regarding these transfers and you agree that we may in good faith rely on any such oral instructions which purport to come from an Authorized Signer without independent verification.

- 2.20.12 **Debiting Your Account.** You agree that unless you have a sufficient Available Balance in your Account when an Authorized Signer issues a check, instrument, or other order that will result in a debit to your Account, we may reject the transaction. You also agree that we may present or receive presentment of an item by electronic presentment notice or by presentment of the actual item.

We may debit your Account on the day a demand for acceptance or payment is made by electronic or other means, whether or not such a notice constitutes presentment pursuant to Regulation CC, the UCC or applicable clearinghouse rules. In addition, we may debit or place a hold on funds in your Account if we receive notice that a check or other item deposited to your

Account is being returned, or if we receive notice that your check or electronic payment is being processed for collection. We process such demands throughout the night. You agree that if we receive a notice or demand for payment at any point after the close of business but prior to the opening of business on the next Business Day, we may debit your Account for the item as of the prior Business Day.

If you voluntarily give out your Account number or your MICR information to a third person by telephone or otherwise, you agree that this act authorizes us to honor debits to your Account initiated by the recipient of the information, even if a particular transaction initiated by the third party was not authorized.

- 2.20.14 **Non-Sufficient Funds (sometimes referred to as Insufficient Funds) and Overdrafts.** If you issue checks or electronic funds transfer orders, or otherwise withdraw or transfer funds in an amount that exceeds the Available Balance in your Account, we may, in our sole discretion, pay the item or order and overdraw your Account or reject the instruction and return the item unpaid. Each time an item that exceeds the Available Balance is paid, a Paid Overdraft fee will be charged. For Business Accounts, each time an item that exceeds the Available Balance is returned unpaid, an NSF fee will be charged.

For purchases made with a Card, we place a temporary hold on your Account in an amount equal to the merchant payment authorization that we received through the payment authorization system. In certain circumstances, the payment authorization system permits the merchant to request an authorization for more or less than the final amount of the transaction. A payment authorization tells the merchant whether your Card account has enough money or availability to cover, for example, the gas you are about to pump, a restaurant tab plus potential tip, delivery fees on mail orders, or extra hotel services that you might incur. These authorizations may affect your Available Balance until the final amount of the transaction is received or the transaction is cancelled, which could take three (3) Business Days or more.

If your Account is overdrawn, you agree to pay us the amount of the Overdraft immediately, without notice or demand from us. Unless we otherwise agree in writing, you authorize us, in our sole discretion, to transfer funds from any one of your Accounts to any other of your Accounts to cover an Overdraft. Our payment of any checks, transfers, Card transactions, or withdrawals or other transactions which exceed the Available Balance in your Account in no way obligates us to continue the practice at a later time. We may discontinue this practice at any time without notice to you unless we have agreed otherwise.

We will not be liable for returning items without payment or refusing to transfer funds if at any time the imposition of Service Charges has resulted in an insufficient Available Balance in the Account, unless we have otherwise agreed in writing.

- 2.20.16 **Dishonor of Items for Protection of Your Account.** To help protect us against fraud, we maintain systems intended to alert us as to possible fraudulent activities related to your Account. You agree that we will not be liable to you for wrongful dishonor of your check or other payment, even if it was legitimate and intended to be paid, if our refusal to pay was a result of a reasonable belief that it was issued or delivered under possibly fraudulent circumstances or the item was presented for cashing by someone other than the original payee.

- 2.20.18 **Cashing Checks and Cash Withdrawals.** If a large amount of cash is requested, we reserve the right to limit the amount if we do not have sufficient cash on hand. In such a case, we may make arrangements for later cash payment or offer to make payment with a Bank check. We do not recommend nor do we assume responsibility for persons carrying large sums of currency and we may require that you sign a waiver of our liability before taking possession of large amounts of cash.

**Cashing Checks for Others.** You should not use your Account to cash checks payable to others who are not well known to you. Although we may make funds available to you based upon your deposit of the check or cashing of the check and may take steps to determine whether a check you presented to us for deposit or cashing will be paid, our employees cannot promise that a check, including cashier and certified check, will be finally paid by the bank on which it is drawn. We may, at our discretion also require you and each payee to endorse the check in our presence and provide proof of identity. If we accept the check for deposit or cashing, and the check you deposit or

cashed is returned unpaid to us for any reason (e.g., because it is counterfeit or altered) and even if it is returned to us by the bank on which it appeared to be drawn after the time period generally allowed by law for the return of the check, you are solely responsible for the loss and we will debit your account for the amount of credit and/or cash we previously gave you representing the check, even if it will cause your Account to be overdrawn. If you do not have sufficient available balances to cover the loss, we may make demand on you by telephone or in writing for payment and you agree to pay us within one Business Day of our demand. In some cases, a check may be returned unpaid up to a year later.

- 2.20.20 **Cutoff Hour.** If we receive an item for payment on a weekend, a holiday, or after 2:00 p.m. local time on a Business Day, we may treat it as if we had received it on the next Business Day.

- 2.22 **Waiver of Protest, Dishonor, Non-Payment.** To the maximum extent permitted by law, you waive protest for and notice of the dishonor and/or nonpayment of any items deposited. We will not release your liability as an endorser merely by obtaining verification of any check deposited or cashed.

- 2.24 **Account Statements.** We will maintain a record of your Account and the transactions relating to it. If there have been no transactions on or affecting your account for 12 or more months, we reserve the right to not generate a statement for that period until transactions occur on the account. Unless otherwise agreed or we receive returned mail addressed to you, we will periodically send Account statements and notices to your address listed in our records. If you would like a copy of your statements or notices, we will provide copies to you within a reasonable time after you request them and pay any applicable Service Charges. Statements and notices sent or made available to any one Owner are deemed to be received by all Owners. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared, mailed or otherwise made available to you.

- 2.24.02 **Review of Statements and Notices.** You are in the best position to discover and report any discrepancies including unauthorized debits to your Account. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check we provide or otherwise make available to you. If you fail to do so, you may become responsible for the losses resulting from such failure. You are responsible for monitoring and reviewing the activity of your Account and, if applicable, the work of your employees, agents, and accountants. Business Account Owners should have at least two individuals inspect statements on a regular basis to look for improper or unauthorized signatures, alterations, improper endorsements, overpayments, or any other irregularities, and to ensure that the Accounts are being handled in a proper manner. We may deny any claim for loss due to forged or unauthorized checks if you fail to follow these procedures.

If you discover an error, forgery, alteration or any other unauthorized activity involving your Account, you must notify us at the telephone number or address provided on your Account statement. You can also notify us in person at one of our banking centers. You agree to provide us with a written statement of the relevant facts, including a description of the transaction or error, and the identity of any suspected wrongdoers. If you fail to notify us within a reasonable time (excluding endorsement problems which are addressed below) not to exceed 30 days from the date you discover the problem or have access to a statement or notice reflecting the transaction, whichever occurs first, we will not be responsible for subsequent unauthorized transactions to any of your accounts by the same wrongdoer. Without regard to care or lack of care of either you or us, except for endorsement problems which are addressed below, if you do not discover and report the error, forgery, alteration or other unauthorized transaction within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. Note: Different notification and liability rules apply to certain electronic funds transfers (See Section 7, below).

You must notify us of any check endorsement problems within six months after we make the account statement available to you.

Your notice requirements do not limit or prevent our right to recover damages and losses from banks and others for unauthorized transactions, breach of warranty, altered checks, etc.



If you claim a credit or refund because of an unauthorized transaction, you agree to provide us with a sworn statement containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the alleged loss. You also agree to make a report to law enforcement and to provide us with a copy of the report. We will have a reasonable period of time to investigate the matter. During our investigation, we will have no obligation to provisionally credit your Account unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

If you do not comply with monitoring obligations and give timely notice of unauthorized activity on your Account, we do not have to reimburse you for any damage or loss. You agree not to initiate any legal action or arbitration against us for any type of unauthorized activity unless you gave us timely notice and you otherwise complied with the deadlines in section 3.08.

Unless the law requires otherwise, our maximum liability to you will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your account and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

At your request, we will provide you with copies of your paper transactions. However, your request for such items will not extend the time within which you must notify us of problems shown on your Account statement or toll or extend any deadlines you may have. We will keep records of your transactions for five years unless the law requires us to retain them for a longer period of time.

2.24.04 **CheckPhoto.** If we make this service available to you, we will destroy your checks, although copies will be made available pursuant to Section 2.24.02. You agree that the check images provided with your Account statement, along with the availability of reproductions of checks, are sufficient for you to determine if forgeries or alterations have occurred.

2.24.06 **Check Safekeeping.** If we make this service available to you, we will destroy your checks, although copies will be made available pursuant to Section 2.24.02. You agree that the availability of copies of checks, and the description of the posting date, item number and amount of each paid item that we include on your statement is sufficient for you to determine if forgeries or alterations have occurred.

## 2.26 **Payment of Interest for Accounts that Earn Interest**

1. **Interest Rates.** For Accounts that earn interest, our current interest rates and corresponding Annual Percentage Yield (APY) for Personal Accounts are disclosed on the APY Disclosure we provide in person, electronically, or by mail, as permitted by law or regulation, on the day of the Account opening and CD Account renegotiation. For Business Accounts we will provide you the interest rate and at our option the APY for your Account at Account opening and CD Account renegotiation. The APY assumes interest remains in the account until maturity. Interest rates and APY may change daily at the Bank's discretion. Our current rates are available online at Comerica.com

2. **Accruing Interest.** Interest for CDs (including IRA CDs and ESA CDs) begins to accrue on the Business Day of the deposit. For all other interest-bearing Accounts not described above, interest begins to accrue on the Business Day of deposit for cash items and no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks). Once interest begins

to accrue, it will accrue for the number of days your funds are on deposit excluding the day of withdrawal.

3. **Interest Calculation Method.** We use the daily balance method to calculate the interest you earn on your Account. This method applies a daily periodic rate to the balance (Ledger Balance or Collected Balance, as applicable for the Account) in your Account each day. For tiered rate Accounts, at the end of each day we determine your balance and we apply the interest rate applicable to that balance tier for that day.

2.28 **Service Charges.** Service Charges are disclosed in the Brochure applicable to your Account's region/market and are subject to change from time to time. You agree to pay the Service Charges and authorize us, subject to applicable law, to deduct them from your Account unless we agree to another payment method. If we are unable to collect the Service Charges, we may deduct the amount owed from any of your other Accounts.

2.30 **Overdraft Protection.** If you request and we approve overdraft protection for your designated Checking Account, we will transfer funds from a designated Overdraft Protection Account to your Checking Account to cover Overdrafts caused by debits including but not limited to withdrawals, transfers, ATM and Debit Card transactions, other electronic transactions, and Service Charges, subject to transfer and credit limits described in this Contract, including the Brochure. "Overdraft" is defined in Section 1.46.

The Overdraft Protection Accounts we currently offer are described below, however not all types are available for use in all markets. Transfers from an Overdraft Protection Account to cover the amount of the day's Overdraft will be as follows:

- Savings Account – An amount necessary, up to the Available Balance in the Savings Account to cover the day's Overdraft.
- Comerica equity line of credit – A minimum transfer of \$50 and additional increments of \$10 as necessary, but not to exceed the available credit, to cover the day's Overdraft.
- Credit Card – A minimum transfer of \$100 and additional increments of \$100 as necessary, but not to exceed the available credit, to cover the day's Overdraft.

**Regardless of where your Account was opened the following conditions and restrictions also apply:**

**If your use of a Card exceeds the Available Balance in your linked Checking Account, the maximum amount that will be transferred from the Overdraft Protection Account to cover this overdrawn amount is \$500, even if your Available Balance or available credit in your Overdraft Protection Account is more. You will be responsible for reimbursing us for the amount of the Overdraft in your Account.**

**If your Overdraft Protection Account is a Savings Account that does not have a sufficient Available Balance to cover the Overdraft, we may transfer the amount that is available subject to the minimum/incremental requirements and use that amount to pay the Overdraft in the order described in Section 2.15 and return or reflect as unpaid the items for which there are not sufficient funds.**

**If your Overdraft Protection Account is a Credit Card or Comerica home equity line of credit and you do not have sufficient available credit in the required incremental amounts to cover the entire Overdraft amount, no funds will be transferred from the Overdraft Protection Account. We will pay the items presented against your Checking Account in accordance with Section 2.15 and the remainder may be returned or reflected as unpaid.**

You or we may terminate the overdraft protection service at any time. If you desire to terminate the service, you must provide us with notice in a form acceptable to us. If the Overdraft Protection Account is closed for any reason, this service will be terminated. Your request to terminate the service will become effective within a reasonable time after we receive notice. If we wish to terminate the service we will give you notice of termination as required by law.

To reinstate overdraft protection, any one Owner of the Checking Account and Overdraft Protection Account must make a request in writing and if we approve the request, you will be notified in writing.

Upon termination of overdraft protection, we will not be obligated to notify others of the termination. We will not be responsible for any claim or loss which may arise, either directly or indirectly, from the withdrawal or failure to allow the withdrawal, debit or transfer of funds, or from the refusal of others to accept checks drawn on the Checking Account following termination of this service.

2.32 **Closing the Account.** Either you or we may close your Account with or without cause at any time. Within ten business days of the closing date, we will issue a check payable to the Owner(s) for the final Collected Balance in the Account, if any, and send a check to any Owner at any address in our records. After the Account is closed, we can refuse to honor presented items or collect any item deposited to the Account.

2.34 **Special Rules for TDAs.** This section applies to TDAs, Education Savings Accounts (ESA TDAs) and IRA TDAs. Unless otherwise stated, TDAs includes ESA TDAs and IRA TDAs.

a. **Renewals.** TDAs will automatically renew at maturity for the same period of time as the initial term unless we notify you otherwise. The renewed TDA is subject to the prevailing Contract terms that are in effect on the renewal date. If we have discontinued the type of TDA you have at the time of renewal, we will substitute the product then offered in its place. Unless specifically stated otherwise, any bonus or special promotion we offer will not apply to renewing TDAs.

b. **Grace Period.** There is a grace period after the maturity date during which you may withdraw funds from or close your TDA without penalty. The length of the grace period is 3 days for TDAs with a maturity of less than 30 days and 10 days for all other TDAs. If you withdraw funds from or close your TDA during the grace period, interest will be paid at a reduced rate on the principal amount from the maturity date until the day of withdrawal.

c. **Limits on Additional Deposits to TDAs.** You may not make additional deposits to your fixed rate TDA prior to maturity. Additional deposits are allowed during the grace period. You may make additional deposits to your variable rate TDA at any time, subject to the minimum deposit requirements as stated in the APY disclosure.

2.36 **Account Cash Flow.** Comerica will monitor cash flow and you must adhere to certain limits related to cash on hand. If your transactions exceed the thresholds due to volume or dollar amounts, you may be requested to move to an alternate solution to better fit your banking needs.

### 3.00 Legal Matters

3.02 **Legal Proceedings.** We may restrict the use of an Account if the Account is involved in any legal proceeding. If we are required to initiate any legal proceedings to recover losses caused by transactions occurring on your Account, you agree that we are also entitled to recover our actual costs and attorney's fees associated with bringing the legal proceeding as additional damages under this Contract, unless the law governing your Account prohibits such recovery. For purposes of this section, the term "legal proceeding" includes arbitration.

3.04 **Legal Process.** We will comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other process (collectively "legal process") which we believe (correctly or incorrectly) to be valid. You agree that we may honor legal process which is served by mail, e-mail, facsimile transmission, or at any of our offices, even if the law requires personal delivery at a specific location. If we incur any expenses, such as reasonable attorney fees, in responding to the legal process that are not otherwise reimbursed, we may charge them to you or your Account without prior notice to you. We may not pay interest on any funds we hold or set aside in response to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such amounts to you or your Account in addition to our minimum legal process fee.

3.05 **Freezing Your Accounts, Conflicting Demands/Disputes.** If we determine that a dispute has arisen or there is uncertainty regarding the ownership or control of an Account or its funds or we believe a transaction affecting the Account may be fraudulent or may violate any law or regulation, or are subject to a court order requiring us to hold the funds, or we are requested by a state or local agency to freeze the account or reject a transaction due to

the suspected financial abuse of an elder or dependent adult, you authorize us, at our sole discretion to: (1) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds or a court order authorizing us to release the funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all Authorized Signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of Authorized Signers on the Account; (4) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as Authorized Signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

3.06 **Liability.** Except as stated in the Contract or to the extent the law may require otherwise, you agree that we will have no liability whatsoever to you or any third party because of acts, omissions, or policies of any governmental agency, financial institution or other party through which a funds transfer subject to the Contract is effected (whether or not selected by us), including the failure of any such institution, agency or party to account for or pay over the funds transferred. We will not be liable to you and you agree to indemnify and hold us harmless from any liability for our failure to comply with the terms of the Contract because of legal constraint, interruption or failure of transmission and/or communications facilities, war (declared or not), emergencies, labor disputes, fire, Acts of God, natural disasters or any other circumstances beyond our control.

**IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.**

You also agree to indemnify and hold us harmless (including the payments of reasonable attorney's and paralegal fees and other costs) against all liability to third parties arising out of or in connection with the terms, conditions or services provided under the Contract or otherwise pursuant to your instructions.

3.08 **Deadlines.** Any legal action or arbitration demand against us for damages ("Action" in this section) must be filed in the appropriate forum within one year from the date of the act or omission you allege caused damage regardless of the date you discovered that act or omission. If a longer period is required by law, then the shortest period allowed applies (e.g., if Texas law governs, any Action must be filed within two years and one day from the date of the act or omission). These deadlines are not subject to tolling or extension and are not affected by and are independent of your notice requirements in section 2.24.02. You agree not to initiate any untimely Action and you agree to reimburse us for our attorney fees and expenses if you do. All Actions must be filed in the State where your Account is considered located under section 2.04.

### 3.09 ARBITRATION AND CLASS ACTION PROVISIONS.

#### READ THESE TERMS CAREFULLY:

- **THE FOLLOWING PROVISIONS REQUIRE THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION.**
- **ARBITRATION IS A DISPUTE RESOLUTION PROCESS THAT DOES NOT INVOLVE THE COURTS.**
- **IN ARBITRATION, WE BOTH GIVE UP THE RIGHTS TO JURY TRIALS. IN ARBITRATION, DISPUTES ARE RESOLVED BY ONE OR MORE ARBITRATORS INSTEAD OF A JUDGE OR JURY.**
- **IN ARBITRATION, THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT, HEARD OR ARBITRATED AS A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION, AND THIS MEANS NEITHER PARTY WILL HAVE THE RIGHT TO PARTICIPATE IN OR BE A REPRESENTATIVE PLAINTIFF IN A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION OR SIMILAR PROCEEDINGS.**
- **ARBITRATION PROCEDURES ARE TYPICALLY SIMPLER AND MORE EFFICIENT THAN COURT PROCEDURES.**

**AGREEMENT TO ARBITRATE, CLASS ACTION WAIVER, and SMALL CLAIMS CASES:**

**By opening an Account, you agree to resolve disputes through binding arbitration. All arbitration proceedings under this Contract shall be administered by one of the administrators identified below pursuant to the Federal Arbitration Act (FAA), 9 U.S.C. §§1-16 and the laws of the State of Texas. To the extent that there is a conflict between this Section 3.09 and a provision of any other agreement governing an Account, product or service between you and Bank, the provisions of this Section 3.09 shall govern to the extent of the conflict.**

If a dispute arises, either you or we may, without the other's consent, elect to resolve the dispute through binding arbitration instead of through a court proceeding. Any dispute (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 you or we request it. This includes claims and disputes relating to any other Account or agreement you have or had in the past with us.

**What this means is that if either of us elects to arbitrate a dispute, neither of us shall have the right to file a lawsuit or litigate in court the dispute or to have a jury trial regarding the dispute. This also means that the procedures of arbitration will be those of the arbitration association selected by the party initiating the arbitration proceeding, which will generally limit discovery and appeal rights.**

**ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS REQUIRES BOTH OF US TO WAIVE OUR RIGHTS TO FILE, PARTICIPATE IN OR ACT AS A CLASS REPRESENTATIVE IN CLASS ACTION LAWSUITS RELATED TO ANY DISPUTE BETWEEN US. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, LITIGATE IN COURT, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

If you file a lawsuit or other proceeding in small claims court, this arbitration section will not apply and we will not ask an appropriate court to compel arbitration for such a lawsuit or other proceeding so long as the matter remains subject to the jurisdiction of the small claims court and is decided on an individual (non-class, non-representative basis) for which the judge or decider of the small claims case awards only individual (non-class, non-representative basis) relief. If these conditions are not met, we may ask a court to compel arbitration.

#### **DISPUTES COVERED:**

##### **What claims are subject to arbitration?**

All claims, demands, disputes, disagreements, or controversies between you and us regarding any Account, product, or service that we offer, deliver, provide, or refuse to offer, deliver or provide to you (collectively, "Claims") are subject to binding arbitration. Claims include, without limitation: (a) matters based on contract or tort law (including intentional torts), fraud, statutory or regulatory provisions, or any other sources of law; (b) Claims brought as counterclaims, cross-claims, third party claims, interpleaders or otherwise; (c) Claims regarding not only your most recent Account but also disputes regarding all prior Accounts with us or any predecessor bank acquired by us; and (d) representative actions, such as a class action lawsuits, private attorney general actions or proceedings, and other representative actions, whether initiated by you or another party, including a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy, and whether brought by a private party or a governmental entity. Please take note that all Claims are subject to binding arbitration, in an individual (non-class, non-representative) basis, for which the arbitrator may award relief only on an individual (non-class, non-representative) basis. Claims are subject to binding arbitration regardless of the basis of the Claim, or upon any legal principle that the Claim is based or the remedy that either of us has requested.

##### **How do I make sure all disputes are resolved through arbitration?**

Both of us agree that all questions regarding whether a dispute is a Claim subject to binding arbitration under this Contract shall be resolved by the arbitrator who is bound to interpret and apply these arbitration

provisions in the broadest manner possible under the Federal Arbitration Act, 9 U.S.C. §§1-16 (the "FAA").

In addition, we both agree that, at any time, either of us may ask an appropriate court to compel arbitration of any Claim and to stay or dismiss any ongoing litigation of a Claim pending resolution of such Claim through binding arbitration.

To further ensure that all Claims are subject to binding arbitration, we both agree that these arbitration provisions shall survive and endure beyond termination of, or any changes to, your Account, the Account Contract, or your business relationship with us. These arbitration provisions shall also survive the bankruptcy or reorganization of either of us, including the transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity to the extent allowed by controlling law. If any portion of this Section 3.09 is deemed invalid or unenforceable, or should any federal banking agency, exercising proper legal authority, determine that any portion of this Section 3.09 or promulgate any regulation causing any portion of this Section 3.09 to be unenforceable or contrary to such a regulation, the entire Section 3.09 shall be null and void. No portion of this Section 3.09 may be amended, severed or waived absent a written agreement between you and us.

A final award of the arbitrator is binding, may be subject to judicial review only as permitted by the FAA or other applicable law, and may be enforced in any court of an appropriate jurisdiction.

#### **THE BINDING ARBITRATION PROCESS:**

##### **How do either of us start an arbitration proceeding?**

The first thing that a party must do to start an arbitration proceeding is to select an arbitration administrator. Both of us agree to (i) use either the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services, Inc. ("JAMS") as the arbitration administration for all arbitrations pursuant to this Section 3.09; and (ii) be bound by the applicable arbitration rules of the selected arbitration administration for the Claim.

Copies of the current rules of each of the agreed to arbitration administrators, as well as their respective forms and instructions for initiating arbitration, are available directly from such administrators. Their contact information is as follows:

AAA  
800.778.7879 (toll-free)  
Website: [www.adr.org](http://www.adr.org)

JAMS  
800.352.5267 (toll-free)  
Website: [www.jamsadr.com](http://www.jamsadr.com)

If both AAA and JAMS go out of business or are unable to administer the arbitration, and if we cannot agree on a substitute administrator and set of arbitration rules, in that event, either of us may request that a court appoint a substitute arbitrator and establish arbitration rules.

##### **Who pays the fees to file the arbitration and for the arbitrator's decision or ruling? What about other costs of the arbitration?**

We both agree that the party filing the arbitration pays the initial filing fee (if we file, we pay; if you file, you pay). If the rules of the arbitration administrator provide for a fee waiver and it is granted, then you will not have to pay the initial filing fee.

We agree that if you paid the initial filing fee and you prevail in the arbitration, we will reimburse you for that initial filing fee.

If under the rules of the arbitration administrator there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration administrator and any applicable law.

We both agree that with respect to all other costs related to the arbitration, including preparation costs, the parties will bear their own costs. This means that each party will bear the expense of the party's own attorneys, experts, and witnesses, and other expenses while preparing for

and during arbitration proceedings. If the arbitrator determines that you are the prevailing party, however, you may request the arbitrator award you reasonable attorney fees and reasonable expenses.

#### OTHER IMPORTANT DETAILS ABOUT THESE ARBITRATION PROVISIONS:

Federal law and the governing law specified in your Account Contract will govern these arbitration provisions and, as necessary, the arbitration. If the Account Contract does not specify a governing law, then the governing law shall be federal law and the law of the state of Texas.

Subject to Section 3.08, neither party will lose its rights under these arbitration provisions by delaying any action to enforce them.

If we have assigned a debt you owe us to an unaffiliated third-party, such third-party will not initiate an arbitration proceeding to collect such debt from you unless you assert a Claim against us or our assignee.

To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your Account to an unaffiliated third-party. These costs may include reasonable attorneys' fees, as well as other costs and expenses of any legal action.

We may assign any or all of our rights and obligations under these arbitration provisions to a third party.

For additional information regarding these arbitration provisions, please call us toll-free at the Customer Service telephone number shown on your Account or billing statement.

3.10 **Jury Trial Waiver/Judicial Reference Proceeding.** You and the Bank each waives all right to trial by jury in any dispute regarding your Account and related services. You understand that without this jury trial waiver, your agreement to arbitrate all Claims pursuant to Section 3.09, or your agreement to submit certain disputes for resolution by a judicial reference proceeding (described below), you may have a right to a jury trial on such matters, but you nevertheless agree voluntarily to waive that right. You agree that you have brought this provision to the attention of your legal counsel or you have had the opportunity to do so.

**Judicial Reference.** If under the terms of this Contract, your Account is subject to California law, and if (i) neither you nor we elect to resolve a Claim through binding arbitration or (ii) a court fails or refuses to enforce our agreement to arbitrate, then any Claim regarding your Account and related services will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638, et seq. of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. This means that the dispute will be resolved by trial before a court-appointed referee and not by a jury trial.

3.12 **Release of Information.** Our collection and use of your information is detailed in our Privacy Notice. Generally, we will disclose information to third parties about your Personal Account and the transfers you make if it is necessary or helpful to complete transfers, to verify the existence or condition of your Personal Account for a third party, such as a credit bureau or merchant, to provide you with service you requested, to provide you with information about our products and services and those of our affiliates and joint marketing partners, to comply with government agency or court orders, as required by law, if we believe a crime has been committed involving you or your Account, and/or if you give us your written permission. For Business Accounts and Business Account Owners (non-consumers), we reserve the right to share any information about you and your Accounts: (a) if we determine it is necessary or helpful to complete your transactions or to provide you with service, (b) to verify the existence or condition of your Business Account for a third party, (c) to comply with all federal and state laws and regulations, subpoenas, court and administrative orders, (d) in response to trade inquiries, (e) if we believe a crime is or has been committed involving you or your Account, (f) to our parent company, affiliates and subsidiaries and/or (g) if you give us your written permission.

3.14 **Power of Attorney.** Except where otherwise required by law, we reserve the right, with or without cause, to refuse to accept any Power of Attorney

presented to us by you or your attorney-in-fact/ agent. If we accept your Power of Attorney, we may rely on it until: (a) you provide written (unless we agree to accept oral) notice to us that you have revoked the Power of Attorney; or (b) by law, the Power of Attorney is revoked, and we have received actual notice of the revocation. You agree that we may act on the instructions of your attorney-in-fact/agent whether or not the attorney-in-fact/agent relationship is noted in the instructions given by the attorney-in-fact/agent.

If the Account is jointly owned, we may rely on a Power of Attorney given by any Owner without further consent of the other Owner(s). Unless otherwise stated in the Power of Attorney, you authorize us to give the attorney-in-fact/ agent access to Account information and use of the funds in the Account to the same extent the Owner who granted the Power of Attorney has under this Contract, including, but not limited to, the right to withdraw funds and to close the Account.

3.16 **Dormant Accounts.** We are required by state law to pay to the State the balance in all Accounts that have no deposit or withdrawal activity or Owner contact with us during the period prescribed by law. You agree that we are not liable for any loss you may incur due to our good faith compliance with these laws, and you agree to pay any Dormant Account Service Charges described in the Brochure, unless such a fee is prohibited by applicable law.

3.18 **Change in Terms.** You agree to be bound by any amendments including but not limited to, changes to existing and additional terms, of the Contract after notice has been sent to you at your last known address contained in our records, or upon our posting of such notice in the lobby of our banking center offices. Where prior notice of a change in terms is required by the Contract or by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change.

3.20 **Notice.** All notices we are required to send to you may be sent electronically (when available), or by U.S. mail, mailed from anywhere in the United States, to the last address shown for you on our records.

Any notice that we receive after 2:00 p.m. on a Business Day may be considered received on the next Business Day.

If you have any questions about your Account, you want to send us notice or in case of errors, you can call the telephone number on your statement or use the address below. Unless otherwise stated in this Contract or required by law, notices you send to us shall be effective no later than two days after receipt.

Comerica Bank - Michigan and Florida Markets  
Customer Service Center  
P.O. Box 75000  
Detroit, Michigan 48275-2310

Comerica Bank - Texas Market  
Customer Service Center  
P.O. Box 650282  
Dallas, Texas 75265-0282

Comerica Bank - California and Arizona  
Customer Service Center  
P.O. Box 2249  
San Jose, California 95109

3.22 **Section Titles.** Section titles in this Contract are for convenience only and are not to be construed as part of the Contract or as a limitation on the particular section to which they refer.

3.24 **Miscellaneous.** Unless otherwise stated, the benefits and responsibilities of this Contract will transfer to your heirs, personal representatives, executors, administrators, successors or anyone to whom you transfer an Account pursuant to this Contract. The same benefits and responsibilities will also transfer to our successors and assigns. This Contract is not intended for the benefit of any entity or person other than you and the Bank.

**We reserve the right to monitor and record any telephone conversation and retain copies of any electronic mail you send us, but will have no liability for failing to do so. You agree that we may record telephone conversations and retain such electronic mail without any further notice to you or any other parties.**



If we waive or otherwise fail to enforce our rights on any occasion under this Contract, we may still insist on full enforcement in the future. If there is a conflict between a provision(s) of this Contract and statements of an employee of the Bank or of Comerica Incorporated, the terms of this Contract will control.

If any part of this Contract is determined to be unenforceable, the rest will remain in full force and effect.

3.26 **Amounts Due Bank.** You agree that, in our sole discretion, and limited only as required by law, we may add to the outstanding balance of any loans (except for California and Arizona real estate secured loans) we have made to you, any amounts you owe us pursuant to this Contract, including but not limited to Service Charges and Overdrafts. Interest will accrue on such amounts at the rate provided in the underlying loan document, and such amounts will be secured by any collateral securing the remaining balance on the loan(s) we select.

3.28 **Deposit Insurance.** Your Accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Please note that deposits held in separate markets are not separately insured, but are combined to determine whether a depositor has exceeded the federal deposit insurance limit. For further information regarding insurance, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free customer hotline at 877.ASK.FDIC (877.275.3342), or visit its website at [www.fdic.gov](http://www.fdic.gov).

#### 5.00 Additional Terms for Statutory Accounts

5.02 **Uniform Transfer to Minors Account.** If your Account is designated on the Signature Card as a Uniform Transfer to Minors Account or Uniform Gift to Minors Account or "UTMA" "UGTM" or similar designation, notwithstanding any other provisions of this Contract, you agree that the ownership, control and distribution of the funds in the Account will be governed by state law, as such may be amended, revised or enacted from time to time. Only one beneficiary and one custodian may be named for each such Account you open. If your Account was opened in Michigan on or after December 29, 1998, the Michigan Uniform Transfer to Minors Act governs your Account, regardless of how the Account is on the Signature Card.

5.04 **Statutory Trust Account.** If your Account is designated on the Signature Card as a Statutory Trust Account (also referred to as In Trust For [ITF] or Payable on Death [POD] Account), notwithstanding any other provisions of this Contract, you agree that the ownership, control and distribution of the funds will be governed by state law, as such law may be amended from time to time. Unless we agree otherwise, only one beneficiary may be named for each Statutory Trust Account you open. A withdrawal by an Owner of the funds in the Account, pledging or assigning the Account, closing the Account or changing the beneficiary will be considered revocation of the trust by all of the Owners, to the extent of the withdrawal, pledge, assignment, or change.

If we agree to permit you to name more than one beneficiary for a Statutory Trust Account and the Account is not revoked prior to the death of the last surviving Owner then, unless we otherwise agreed in writing, we will distribute the funds remaining in the Account upon the death of the last surviving Owner in equal proportions to the named beneficiaries who did not predecease the last surviving Owner. The estate of a named beneficiary who predeceased the last surviving Owner will not be entitled to any of the funds in the Account. Each surviving beneficiary will be a joint Owner with each other surviving beneficiary with respect to the funds in the Account without rights of survivorship.

Notwithstanding anything above to the contrary, if you opened your Account at one of our Texas banking centers and designated it a POD or Trust Account, with more than one Owner or Trustee, respectively, each of you will own the Account with rights of survivorship, and in proportion to your net contributions to the Account. In Texas, POD and Trust Accounts are each subject to different additional laws.

You may wish to consult with an attorney concerning the estate planning implications for each type of Statutory Trust Account.

6.00 **Funds Availability Policy.** This policy governs deposits to Checking Accounts and, for Accounts opened in California and Arizona, deposits to Savings Accounts.

6.02

#### General Availability of Funds Deposited.

Except as provided below and in sections 6.04 Longer Delays May Apply and 6.06 Special Rules for New customers and 6.08 Holds on Other funds, our policy is to generally make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit.

#### Deposits at a Comerica Bank banking center with a teller, generally:

- if you deposit cash your funds are immediately available
- if you deposit checks drawn on Comerica Bank, then your funds are available on the same business day
- for personal checking Accounts, the Basic Business Checking Account, and the Small Business Checking Account, if you deposit checks not drawn on Comerica Bank, the initial \$225 will be available on the same business day with the remainder made available on the first business day after we receive your deposit

#### ATM Deposits, generally:

- If the deposit is under \$225 or the deposit is all cash deposited at a Comerica ATM equipped with currency validation technology, the entire deposit is available immediately
- if the deposit is over \$225, the first \$225 of the deposit is available immediately and the remainder is then available on the second business day after the business day of deposit, regardless of item deposited

#### Direct Deposits, generally:

- if you receive an electronic direct deposit, then your funds are available on the same business day we receive your deposit

Once funds from your deposit are made available to you, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that after we made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

6.04

**Longer Delays May Apply.** In some cases we will not make all of the funds available to you on the first or second Business Day after the day of your deposit as stated above. For Customers whose Account has been opened less than 30 days see section 6.06 as well. Funds from your deposited check(s) may be delayed for up to 7 Business Days after the day of your deposit, if:

1. We believe the check deposited will not be paid,
2. You deposit checks totaling more than \$5,525 on any one day,
3. You redeposit a check that has been returned unpaid,
4. You have overdrawn your Account repeatedly in the last six months,
5. There is an emergency, such as a failure of communications or computer equipment, or
6. You are a new customer (See Section 6.06).

We will notify you if we delay your ability to withdraw some or all of the funds for any of these reasons and we will tell you when the funds will be available. If your deposit is not made in person, e.g. a Comerica ATM, or night deposit or we decide to take this action after you have left the premises, we will send you a notice no later than the first Business day following the Day facts become known to us that allow us to delay availability of the deposited funds.

6.06

**Special Rules for New Customers.** If you are a new customer, the following special rules may apply during the first 30 days your Account is open:

- a. The first \$5,525 from a deposit of U.S. Treasury checks (if they are payable to you) will be available on the first Business Day after the day of your deposit.
- b. Funds from electronic ACH direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashiers, certified, tellers', travelers', and federal, state and local government checks will be available on the first Business Day after the day of your deposit, if the checks are payable to you. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of your deposit.
- c. The excess over \$5,525 from the above deposits will be available on the ninth Business Day after the day of your deposit.

- d. Funds from all other check deposits will generally be available on the ninth Business Day after the day of your deposit.

6.08 **Holds on Other Funds.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account you have with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check deposited and the manner in which you deposited it.

7.00 **Electronic Funds Transfers Policy.** There are several types of electronic funds transfer ("EFT") services available to you pursuant to the Contract, including, but not limited to, ACH deposits and withdrawals, Electronic Check Conversion including those checks that you authorize the merchant or payee to convert, and other third party initiated transactions, telephone requests, transfers requested from your personal computer, and transfers, deposits, and withdrawals you can make with a Card or PAC. This part of the Contract specifically addresses your rights and obligations with respect to such electronic transactions, but does not govern those circumstances in which we debit your Account for amounts you owe us. By receiving a Card or PAC issued or authorized by us, after your application for the Card is approved, or by making a deposit or requesting a transfer or withdrawal by telephone or electronically, you agree to the following terms. We may require you to sign separate agreements for certain electronic banking services. The terms and conditions in those agreements will control to the extent they conflict with this Contract.

7.02 **Transactions Available.** Unless we advise you otherwise, to the extent that we approve your request to do so, you may use your Card to perform any activity, each of which constitutes a separate Transaction:

- a. Withdraw cash from your linked Account.
- b. Make deposits to your linked Account.
- c. Transfer funds between your linked Accounts at an ATM or whenever you request using your PAC with IVR.
- d. Pay for purchases at places that have agreed to accept the Card up to the Available Balance in the linked Account or up to the daily spending limit, whichever is less, on the day the transaction is processed. The Business Account Card cannot be used for any type of gaming or gambling whether or not lawful, including internet gaming or gambling. You agree not to conduct any transaction involving gaming or gambling, including acceptance of any credit, funds, or other benefit in connection with such activity. We reserve the right to refuse any Card transaction without notice even if the transaction is lawful. See Section 2.30 for overdraft protection limitations using the Card.
- e. Pay bills directly by telephone or personal computer from your linked Checking Account in the amounts and on the days you request.
- f. Obtain cash using your Card up to the Available Balance in the linked Account or ATM withdrawal limit, whichever is less, on the day the transaction is processed. Refer to Section 7.03 for the daily purchase and ATM withdrawal limits for your account. See Section 2.30 for overdraft protection limitations using the Card.
- g. Determine Account balances at an ATM.
- h. Order checks.

Balance information may not reflect recent transactions and may include funds which are not available for immediate withdrawal. Deposits made at ATMs are subject to later verification by the Bank. You may need to come into the Banking Center or speak to a representative to use some or all of these services, and some of these services may not be available at all terminals.

7.02.02 **Telephone and IVR Transfers and Inquiries.** If we have approved your request for a PAC, you can obtain information on your accounts by telephone using our Interactive Voice Response (IVR) system. Balance information may not reflect recent transactions and may include funds not available for immediate withdrawal. Where available, you can use the IVR to transfer

7.03 Daily Purchase and ATM Withdrawal Limits per Card

	Deposit Account Type (Primary Account)	Purchases <sup>2</sup> (PIN or Signature)	ATM Withdrawal <sup>2</sup>	ATM Deposit Availability <sup>3</sup>
Consumer	<ul style="list-style-type: none"> <li>Statement Savings<sup>1</sup></li> <li>Access Checking</li> </ul>	\$5,000	\$1,000	\$225
	<ul style="list-style-type: none"> <li>Premier Checking</li> <li>Rich Rewards<sup>®</sup> Checking</li> <li>1849<sup>®</sup> Checking</li> <li>Comerica Asset Management Account</li> <li>Comerica Platinum Circle Checking<sup>®</sup></li> <li>Executive Signature Checking Account</li> <li>High Yield Money Market Investment Account</li> </ul>	\$10,000	\$2,000	\$2,000
Business	<u>Deposit Only ATM Card linked to:</u> <ul style="list-style-type: none"> <li>Business Savings</li> <li>Business Money Market Investment</li> <li>Basic Business Checking</li> <li>Small Business Checking</li> </ul>	\$0	\$0	\$225
	<u>Deposit Only ATM Card linked to:</u> <ul style="list-style-type: none"> <li>Commercial Checking</li> <li>All Other Business Accounts</li> </ul>	\$0	\$0	\$5,000
	<u>Business Debit Card linked to:</u> <ul style="list-style-type: none"> <li>Business Savings<sup>1</sup></li> <li>Small Business Checking</li> <li>Business Money Market Investment<sup>1</sup></li> <li>Basic Business Checking</li> </ul>	\$5,000	\$1,000	\$225
	<u>Business Debit Card linked to:</u> <ul style="list-style-type: none"> <li>Commercial Checking</li> <li>All Other Business Accounts</li> </ul>	\$10,000	\$2,000	\$5,000

<sup>1</sup> A checking account linked to the debit card is required to make purchases.

<sup>2</sup> Daily spending and ATM withdrawal limits are "per card" up to the Available Balance in the account.

<sup>3</sup> Total amount per business day of immediate availability of ATM-deposited funds; determined by the account to which the deposit is made.

funds from one of your linked Accounts to another or to place a stop payment order on a check drawn on your linked Account.

7.04 **Other Agreements.** Except where the Contract provides otherwise, any transaction you conduct electronically remains subject to the terms of the applicable agreement(s) between us, including, but not limited to, Debit Card, Business Debit Card, ATM Card, Business ATM Card, Comerica Web Bill Pay®, Comerica Web Banking®, Credit Card, line of credit, transfer, and/or loan agreement. Any charges and/or minimum balance requirements applicable to maintaining or transacting business in an Account will be applicable even when electronic transfer services are utilized. You are responsible to know the amount of available funds you have in your Account prior to initiating a transaction or authorizing a transaction that will reduce the balance in your Account.

7.06 **Documentation of Transfers.**

7.06.02 **Card Transactions.** You will receive the following documentation with respect to Card Transaction(s):

- a. At the time you make a transaction, you will be offered a receipt unless the transaction is \$15 or less.
- b. You will receive a monthly statement for each Account in which electronic transactions have occurred. In any case you will get a statement at least quarterly. If there have been no transactions on or affecting your account for 12 or more months, we reserve the right to not generate a statement for that period until transactions occur on the account.

7.06.04 **Preauthorized Deposits: Personal Accounts.** You will receive a monthly statement for each month in which you have an electronic transfer involving your Account. If you arranged to have a direct deposit to your Personal Account at least once every sixty days, that amount will be credited to the Account you designate. You may call us at the telephone number that appears on your monthly Account statement to see if the deposit has been made. In any case you will be sent a statement at least quarterly. If there have been no transactions on or affecting your account for 12 or more months, we reserve the right to not generate a statement for that period until transactions occur on the account.

7.08 **Stop Payment and Notice of Varying Amounts (Preauthorized Transfers): Personal Accounts.** If you have told us in advance to make regular payments out of your Personal Account, you can stop any of these payments by calling us or writing us using the telephone number or address in Section 7.16, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If you request that we stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations on our liability in Section 3.06. If you want to stop all such payments made to a particular entity, you must notify that entity and provide us a copy of the notification.

If the payments you are making vary in amount, the company you are going to pay will inform you 10 days before each payment, the date and amount of the payment. 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. Please notify the company you are going to pay of your preference.

7.10 **Our Liability for Failure to Make Transfers.** We will not be liable to you for our failure to make a transfer if:

- a. Through no fault of ours, you do not have enough money in your Account for the transfer;
- b. The transfer would exceed the credit limit on your line or exceed your daily withdrawal limit;
- c. In a Card transaction, the ATM you are using for the transfer does not have enough cash to complete the transaction;
- d. Circumstances beyond our control, such as flood, fire, computer malfunction, or an interruption in electric or telephone service, interfere with the transaction;
- e. In a Card transaction, the terminal was not working properly and you knew about the breakdown when you started the transfer;

- f. Your Card has been reported lost or stolen or we have a reasonable basis for acting to protect the security of your Account;
- g. There are unusual or extraordinary circumstances which indicate improper or unlawful use of your Account.
- h. Information necessary for us to complete the transfer is inaccurate or incomplete;
- i. The funds are subject to legal process or other encumbrances restricting such transfer;
- j. The Contract has been terminated; or
- k. Applicable law prevents completion of the transfer.

There may be other exceptions described in our other agreements with you.

For Personal Accounts, except as noted above, we will be liable for your damages proximately caused by our failure to make a transfer to or from your Personal Account(s) under the Contract, subject to the limitations on damages.

7.12

**Personal Identification Number (PIN).** A Card is issued and, except as stated in this section, may be used only in connection with a PIN. When using a Comerica Debit Card or Comerica Business Debit Card, a PIN is not required for cash advances at banking centers or for purchases from merchants that accept the Card. This may also be true of certain purchases made at some merchants with your Card. All other transactions initiated by a Card including ATM transactions and purchases at merchants accepting the Card, will require a PIN. If the security of the PIN is compromised, notify us at once by using the telephone number and/or address listed in Section 7.16.

7.14

**Your Liability for Unauthorized Electronic Funds Transfers:**

1. **Personal Accounts.** Tell us AT ONCE if you believe your Card or PIN has been lost, stolen, left in a point-of-sale terminal/ATM, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us within 2 business days of learning of the loss or theft of your Card or PIN, you could lose as much as \$500. However, if you are a California Account Owner, this \$500 liability provision for failing to notify us within 2 business days after you learn of the loss or theft of your Card or PIN does not apply to you.

If your Account statement shows electronic transfers that you did not make, including those made by Card, IVR or other electronic means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*Telephoning us at 800.572.6620 as soon as you realize your Card has been lost or stolen, or that your Card has been used to conduct transactions you did not authorize, or that there has been any unauthorized electronic transfers conducted through your Account, is the best way of minimizing your possible losses.*

2. **Business Accounts.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or that someone may be using your Card or PIN without your authority, or that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down.

You are liable for all transactions, including unauthorized transactions, made with your Business Debit Card, or any other electronic funds transaction that occurred prior to the time you notify us to cancel your Card or that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. It is important that you review your statements closely, and quickly report unauthorized electronic and Card transactions to prevent further unauthorized use of your Card and Account and loss to you.

If however, you notify us of unauthorized Card transactions within 30 days of when first mailed the statement or otherwise made the information available to you, we will attempt to obtain through the Mastercard® Card claim process, a reversal or credit for the amount of the claimed unauthorized Card transaction(s), if the facts and circumstances are such that the transaction

can be reversed or a credit can be obtained for the amount of the transaction, but we will have no liability to you for your claim or any claims that we could have prevented had you told us in a timely manner and we could have prevented your claimed losses had you done so. If the electronic transaction occurred through the use of one of your Comerica Treasury Management Services, Comerica Web Banking® or Bill Pay for Small Business your rights and liability and our rights and liability may be different than those stated in this Section 7 and are governed by your agreement with us for those services. To the extent that there is a conflict between the provisions of this Section 7 and such other agreements, the terms of the other agreements shall prevail but only to the extent of the conflict.

**3. Additional Liability Protection for Debit Cards and ATM Cards (Personal and Business).** Notwithstanding (1) and (2) above, you will not be liable for certain transactions involving the use of your Card that is linked to your Account, if you immediately report to us the unauthorized use of your Card and:

- a. You have used reasonable care in protecting your Card from loss or theft, and
- b. You have promptly reported to your financial institution when you knew the Card was lost or stolen. We do not find that the transaction resulted because of your gross negligence or fraud.

**7.16 In Case of Errors, Questions, or to Report a Lost or Stolen Card or PIN.** Telephone us or write us at the number or address below as soon as you can, if you believe your Card or PIN has been lost or stolen, or the statement, receipt or other transaction information we provide to you is wrong or if you need more information about a transaction. Telephoning is the best way to tell us if your Card or PIN has been lost or stolen.

800.572.6620

Comerica Bank  
Electronic Processing  
P.O. Box 75000  
Detroit, MI 48275-7584

- a. Tell us your name and Account number.
- b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. If you fail to do so, and your Account is a Personal Account, we are not obligated to give you provisional credit for the amount of your claim while we investigate your claim. If your Account is a Business Account we are not obligated under any circumstances to give you provisional credit while we investigate your claim and if you do not provide us your written complaint when requested, we are under no obligation to investigate your claim or question.

**Error Resolution Requirements. Personal Accounts.** If your Account is a Personal Account, we must hear from you no later than 60 days after we sent or otherwise made available to you the first statement on which the error or problem appeared. If you notified us within 60 days after we sent or otherwise made available to you the first statement on which the error or problem appeared, we will determine whether an error including an unauthorized transaction occurred within 10 Business Days (20 Business Days for New Accounts) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days for new Accounts, point of sale transactions and certain foreign transactions) to investigate your complaint or question. If we decide we need more time, we will credit your Account within 10 Business Days (20 Business Days for new Accounts) for the amount you think is in error, so that you will have the use of the money during the extra time that it takes us to complete our investigation. However, if we have asked you to put your complaint or question in writing and we do not receive it within 10 Business Days from our request, we will not be obligated to credit your Account while we continue to investigate your claim. We will tell you the results within 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.

**Business Accounts.** We will investigate claims that you report to us only if you:

- a. Provide a written statement of your claim if we request it in writing,
- b. Report them to us within 30 days after we sent or otherwise made available to you the first statement or other documentation we provided to you on which the error or problem appeared and,
- c. The loss being claimed is subject to reversal or reimbursement as set forth in the Contract.

**7.19 Illegal Transactions.** You agree that you will not use your Card for any illegal transactions.

**7.20 Unauthorized ACH Transfers.** In addition to reporting unauthorized ACH debit transactions from your Account, as provided in 7.14 & 7.16 above, you agree to provide us with a written statement in, a form acceptable to us, declaring that the ACH debit transaction was not authorized by any Owner or Authorized Signer of the Account. If the unauthorized transaction was an ACH credit to your Account, notify us as soon as possible.

**7.22 Merchants' Disputes.** If your Account is subject to Michigan law, and you use your Card, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Once such a Card transaction has been completed, you can request that it be reversed only in very limited circumstances. We will agree to reverse it only if it involves \$50 or more and you notify us of the problem, and assure us you have returned any returnable goods at issue, within 4 days of the transaction. Oral notification must be confirmed in writing within 14 days.

**7.24 Termination.** A Card will remain our property and you agree to return the Card to us upon demand. Without prior notice, we may revoke or cancel the Card and terminate the Contract for any reason. You may terminate the Contract, as it relates to the use of a Card, at any time by returning your Card to us. Termination, whether by you or by us, will not affect prior transactions or then existing obligations. For your security and protection we may terminate your Card without notice for non-use and we may do so without regard to any previous non-use that may have occurred with your Card. If your Card is terminated for non-use, you may still use your telephone and PAC for IVR transfers and inquiries.

**7.28 Daily Withdrawal and Transaction Limit.** For security reasons, there are limits on the amount you may withdraw through an ATM, purchase, or obtain in over-the counter cash advances, in any one day using your Card. We have provided you with your daily Card withdrawal limit (see Table 1). We reserve the right to increase or decrease that limit without prior notice to you. You are limited to 50 Card purchase transactions per day. Note: When you use your Card at certain merchants, including hotels, restaurants, and car rental agencies, the merchant may place a hold on your Account for the expected amount of the transaction which may be greater than the final transaction amount. You agree we may place a hold on sufficient funds to cover the amount of the authorized transaction pending its final settlement even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**7.30 Required Michigan Disclosure – Regulatory Agencies.** If your Account is subject to Michigan law and you believe we have violated applicable Michigan law concerning this part of the Contract, you may notify the Bank and Trust Division, Michigan Office of Financial and Insurance Services, 333 South Capital Avenue, Suite A, P.O. Box 30224, Lansing, MI 48909; or Texas Department of Banking, 2601 North Lamar Boulevard, Suite 300, Austin, TX 78705-4294.

**7.32 ATM and Card Safety. When using an ATM:**

- Maintain an awareness of your surroundings, if you observe any problem, go to another ATM or come back later. Be aware of:
  - ATM sites with lighting problems or shrubbery nearby.
  - Suspicious activity, such as anyone trying to look over your shoulder.
  - Anyone sitting in a parked car nearby.
  - If you are, unfortunately, involved in any kind of confrontation with an assailant who demands your money, we suggest that you COMPLY.
  - Never count your cash at the ATM or in public.
  - Closely monitor your bank statements, as well as your balances, and compare receipts against your monthly statement.



#### When using a drive-up ATM:

- Keep your engine running and doors locked.
- Leave enough room to maneuver between your car and the vehicle ahead of you.

#### When shopping online:

- Never provide your card number over the phone or on the Internet, unless to a trusted merchant when you initiate a transaction.
- End your transactions by logging out of websites rather than simply closing the browser window.

#### Protecting your Personal Identification Number (PIN)

- Prevent others from seeing you enter your PIN by using your body to shield from their view.
- Never provide your PIN over the phone or in response to an email request.
- Protect your Debit or ATM card as though it were cash.

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7.34 **Originating Funds Transfer by Wire or ACH.** To originate a wire transfer or ACH transaction you must enter into a separate agreement with us for such services. Your wire transfer or ACH transaction will be governed by the terms of that agreement. If we, in our sole and absolute discretion, execute a wire transfer or ACH transaction on your behalf without having a separate agreement from you, and we debit your Account for all or a portion of the amount of the wire transfer or ACH transaction, you agree that we may process the transfer/transaction if we believe it was transmitted or authorized by you and we confirmed the authenticity of the payment order by placing a telephone call to an Authorized Signer on the Account to be debited for the transfer/transaction, if no Account Owner or Authorized Signer appeared before us at a banking center to request the transfer/transaction. If an Authorized Signer or Owner confirms the payment order, the payment order will be deemed authenticated and effective and we may debit the Account or if there are insufficient funds in the Account we may allow the Account to be overdrawn. If we cannot reach an Authorized Signer or Owner, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

7.34.02 **Acceptance.** A payment order is considered accepted: (1) when we pay the beneficiary or give notice of receipt of the order; (2) when we receive payment of the entire amount of the sender's order; (3) upon the opening of the next Funds Transfer Business Day after the payment day of the order if the order was not rejected within one hour of the opening of the Funds Transfer Business Day and funds are available for payment.

7.34.04 **Provisional Payments.** Any electronic payment we credit to your Account is provisional until we receive final settlement for the payment. If we give you provisional credit but do not receive final settlement, you become obligated to us for the full amount without prior notice or demand.

7.34.06 **Cancellation, Amendment and Reversal.** We may, in our sole discretion, act upon a request you make to amend or cancel a payment order you have given us. We may also act upon a cancellation request by an originator by debiting your Account and sending the funds back to the originating bank.

7.34.08 **Discrepancies in Payment Order.** If we receive a payment order and the Account number for the designated beneficiary is a valid Bank Account number, we may credit the payment order to that Account whether or not a beneficiary's name corresponds with the name on the Account.

7.34.10 **Rejection.** We reserve the right to reject any payment order you request for any reason, including the fact that you have not executed a separate Funds Transfer Agreement or do not have sufficient funds in your Account to fund the requested transfer and associated fees. We may notify you of any such rejection in the same manner that you made the request, or by facsimile or telephone notice to any Authorized Signer on the Account, if the Account is used to fund the transfer. Any such notice is effective upon transmission, telephone call, or mailing, as applicable.

7.34.12 **Payment of Payment Orders and Fees.** You agree to pay the amount of any payment order and associated fees in advance by certified check, cashier's check, money order, or by debit against your Account. You agree to be bound by any payment order we send pursuant to this Contract in compliance with our security procedures applicable to occasional wire transfers.

7.34.14 **Fedwire.** Fedwire is the funds transfer system of the United States Federal Reserve Banks. Financial institutions may use Fedwire to make funds transfers to you. If any part of a funds transfer is carried by Fedwire, your rights and obligations regarding the funds transfer are governed by the rules and regulations of the Federal Reserve Board.

7.34.16 **Notice of Receipt of ACH Items.** We are not required to give you a separate notice of our receipt of an ACH transaction for your Account. However, we will notify you of the receipt of such payments in the periodic statements we provide to you.

7.34.18 **Notice of Receipt of Non-ACH Items.** With the exception of ACH electronic payments, which are discussed above, and internal funds transfers, we will notify you when we accept any payment order naming you, or an Account you own, as beneficiary or instructing us to notify you of receipt of the order. You agree that such notice shall be given no later than two Funds Transfer Business Days after the order is received and may be provided to you at the address shown in our records, electronically, or by any other means which we deem appropriate under the circumstances. Such notice shall be effective when sent. You agree that notification by receipt is not required for ACH electronic payments and internal funds transfers, instead notification is sufficient by listing the ACH electronic payment or internal funds transfer on your deposit account statement.

7.36 **Foreign Debit Card Transactions.** The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard® itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus three percent. The day of conversion by Mastercard® may differ from the purchase date and the posting date identified on your statement. You agree to pay the charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

#### 8.00 Special Rules for Sweep Arrangements.

**Deposits will be FDIC insured to the extent permitted by law. FUNDS SWEEPED OUT OF AN ACCOUNT INTO NON-DEPOSIT ACCOUNTS, SUCH AS LOAN ACCOUNTS OR A NON-DEPOSIT ACCOUNT, ARE NOT "DEPOSITS" FOR PURPOSES OF FEDERAL DEPOSIT INSURANCE. IN THE EVENT WE FAILED, YOU WOULD HAVE GENERAL CREDITOR STATUS FOR THE FUNDS THAT WERE SWEEPED INTO A NON-DEPOSIT ACCOUNT.**

#### 8.02 Definitions.

8.02.02 **Core Checking Account** is a Checking Account from which we will automatically transfer ("sweep") and invest deposits in an interest-bearing Account, and/or for business sweep arrangements, the loan we make available for that purpose, pursuant to your standing instructions, if we agree to establish a sweep arrangement for you.

8.02.04 **Designated Account** is an interest bearing Account into which deposits to your Core Checking Account may be automatically transferred pursuant to your standing instructions, stated in the Acceptance, if we approve your request for a sweep arrangement.

8.02.06 **Target ("Threshold") Balance** is the minimum dollar amount you agree in the Acceptance that the Core Checking Account will maintain at all times.

8.02.10 **Securities** means any money market mutual funds or other securities, including those offered by or through our broker dealer affiliate, Comerica Securities. **SECURITIES ARE NOT FDIC INSURED, ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF BANK AND ARE NOT GUARANTEED BY BANK. SECURITIES ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL INVESTED.**

8.04 **Business Sweep Arrangements.**

8.04.02 **Transfer Options.** If we establish a business sweep arrangement for you, you may elect to have deposit balances in the Core Checking Account automatically transferred to a Designated Account and/or to a designated revolving loan account at Bank or, in some cases, one of our affiliates ("Loan"). Your election must be made in the Acceptance, but you may change your election upon 7 days' written notice. You may elect in the Acceptance (or thereafter on 7 days' written notice) to have all or a designated portion of deposit balances in the Core Checking Account transferred to apply to the Loan. If you make such an election, you remain obligated on the terms of the Loan, including the obligation to make timely payments, whether or not there are sufficient funds to apply to the Loan at any given time.

8.04.04 **Transfers.** On each Business Day, we will calculate the Collected Balance in the Core Checking Account and will transfer from the Core Checking Account to the Designated Account and/or Loan the amount of the Collected Balance that exceeds the Target Balance.

If the Collected Balance is less than the Target Balance, we will transfer funds from the Designated Account to the Core Checking Account.

If there are insufficient funds in the Designated Account to transfer to the Core Checking Account to cover all debits and to meet the Target Balance, we will on your behalf draw advances on the line of credit available under the Loan, if applicable. If insufficient funds are available under the above procedures, we may elect in our discretion to contact you for instructions or to not honor items.

8.06 **Personal Sweep Arrangements.**

8.06.02 **Transfer Options.** If we establish a personal sweep arrangement for you, you elect to have deposit balances in the Core Checking Account transferred automatically to a Designated Account.

8.06.04 **Transfers.** On each Business Day, we will calculate the Available Balance in the Core Checking Account and we will transfer from the Core Checking Account to the Designated Account the amount of the Available Balance that exceeds the Threshold Balance. If the Available Balance is less than the Threshold Balance, we will transfer funds from the Designated Account to the Core Checking Account in an amount sufficient to cover all debits to the Core Checking Account and to return the Core Checking Account to the Threshold Balance.

8.08 **Terms Applicable to All Sweep Arrangements.**

8.08.02 **Transfers and Withdrawals.** Transfers made from the Core Checking Account pursuant to this Agreement will be made at the end of each Business Day. Withdrawals from the sweep arrangement can only be made through the Core Checking Account. You authorize us as your order to us, with or without prior notice to you, to transfer and withdraw funds from any Account into which your funds are swept to offset any overdraft or other liability you owe us.

8.08.04 **Liability.** We accept no liability for the actions or failure to act of any person not a party to this Contract, including any of our other affiliates. You agree to hold us harmless from loss or delay caused directly or indirectly by any inconsistencies between days and hours of operation among Comerica Bank, applicable markets and investment companies, or any other conditions beyond the control of Comerica Bank.

8.08.08 **Balances.** If you establish an Investment account, the Core Checking Account balance stated in ATM receipts and through other electronic media is the balance upon which you may write checks and make transfers and withdrawals. The stated balance may include funds invested in Securities, which are NOT FDIC insured.

9.00 **Special Terms for Controlled Disbursement Accounts Opened at Comerica Bank & Trust, N.A.**

If you open a controlled disbursement Account with us, you will also be establishing a non-interest bearing Account at Comerica Bank & Trust, N.A. You may not make deposits (electronic or otherwise) to, or take cash or wire transfer withdrawals from, that Account. In order to establish a controlled disbursement Account, you must enter into a separate agreement, which will govern access to the Account and applicable Service Charges. Your controlled disbursement Account will be subject to the rules and regulations of the Office of the Comptroller of the Currency. Except as stated above, this Contract governs the Account to the same extent it governs any other Checking Account. In the event of a discrepancy between this Contract and the controlled disbursement agreement, the latter agreement will control.





# **Business and Personal Deposit Account Contract**



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By signing the Signature Card, requesting an Account or making a deposit to the Account, you agree to the terms contained in the Contract. The terms contained in the Contract are effective August 1, 2025 and supersede all previous Business and Personal Deposit Account Contracts. Not all products and/or services described in this Contract are available in all markets of the Bank. Capitalized terms used in the Contract are defined in Section 11 (Definitions).

**THIS CONTRACT CONTAINS AN ARBITRATION AGREEMENT (SECTION 10) UNDER WHICH YOU AND THE BANK AGREE THAT ANY DISPUTE BETWEEN YOU AND US RELATED TO YOUR ACCOUNT, THIS CONTRACT OR OUR RELATIONSHIP WITH YOU WILL BE RESOLVED IN BINDING ARBITRATION, AND THAT YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR TO RESOLVE THE DISPUTE IN COURT.**

## **Section 1. TERMS APPLYING TO ALL ACCOUNTS.**

**1.1 Opening the Account.** 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 person or entity who opens an Account. What this means for you: When you open an Account, we will ask you and/or your representative for your name, address, date of birth (for Personal Accounts), and other information that will allow us to identify you and, we may also ask to see your driver's license or other identifying documents. We may also independently verify your identity through the comparison of identifying information you or your representative have provided with information we obtain from a consumer or business reporting agency, public database or other source. You agree to provide true, accurate, and complete information on all forms required by us and you agree to notify us promptly regarding any change to information you provided to open the Account.

You agree to provide us with all of the documentation that we require to open an Account, which may include a Signature Card, organizational documents for business entities, and other identifying information. The Bank may also request additional information from you or third parties, including credit reports, at the time the Account is opened or any time thereafter. Your Account will be considered opened when we have received all information and documentation that we require and noted the Account as open on our records. At our discretion, the Bank may refuse to open an Account, refuse to accept additional deposits into an Account, terminate check writing privileges or close an Account.

**1.2 Applicable Law.** This Contract, all Accounts and services provided to you, and any dispute relating to those Accounts and services are governed by federal law and, when not superseded by federal law, the laws of the state where your Account is located. Here's how we determine where your Account is located:

- (a) If you applied for the Account in person at one of our banking offices, then the Account is located in the state where you applied.
- (b) If you applied in person for a Business Account with one of our representatives somewhere other than at one of our banking offices (your place of business, for example), your Account is located in the state where the representative's business office is located.
- (c) If you applied for the Account by mail, fax, online, or through other remote means, your Account will be assigned to a state where we had a branch at the time based on your address as recorded in our records, which for joint Accounts will be based on the address of the Owner whose name was listed first, as follows:
  - i. If you reside in AK, CA, CO, HI, ID, MT, NV, OR, WA, WY, or UT, you will be assigned to California;
  - ii. If you reside in AZ, you will be assigned to Arizona;
  - iii. If you reside in FL, you will be assigned to Florida;
  - iv. If you reside in AL, CT, DC, DE, GA, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MS, MO, NE, NH, NJ, NY, NC, ND, OH, PA, RI, SC, SD, TN, VT, VA, WV or WI, you will be assigned to Michigan;
  - v. If you reside in AR, NM, OK, LA or TX, you will be assigned to Texas;
  - vi. If you do not reside in any of the states listed above, you will be assigned to Michigan.

**1.3 Use of Your Account.** You agree not to use your Account to conduct any transaction:

- (a) That would violate the terms of this Contract;
- (b) That would violate Applicable Law, including but not limited to transactions related to internet gambling if the transaction is illegal under federal, state or local law;
- (c) That is for business purposes, if your Account is a Personal Account; and
- (d) That is for consumer purposes, if your Account is a Business Account.

**1.4 Joint Owners.** If your Account is designated as jointly owned by two or more persons, as indicated on the Signature Card or our records, then each Owner agrees that any one Owner can make withdrawals and deposits, write checks and transfer funds to or from the Account, place stop payment orders on checks or other Items, pledge the Account as collateral for any obligation, and engage in any other transaction in connection with the Account, including closing the Account, without the knowledge or consent of the other Owners. Each Owner agrees to be jointly and individually liable for all Service Charges and Overdrafts regardless of whether each Owner participates in or benefits from the transactions. We may exercise our setoff rights against the Account in the event any one or more of the Owners defaults on any obligation owing to us even if the non-defaulting Owner(s) contributed all or a majority of the funds to the Account. Notice given to any Owner or Authorized Signer is notice to all of the Owners, unless a different notice is required by Applicable Law.

For joint Accounts with right of survivorship, a deceased Owner's interest in the Account passes to the surviving Owner(s) upon their death. For joint Accounts without a right of survivorship, a deceased Owner's interest in the Account passes to their estate rather than to the surviving Owner(s) upon their death. Each joint Owner agrees, unless otherwise indicated on the Signature Card or other Bank record for the Account, that all money in the Account may be paid to or on the order of any surviving joint Owner, either before or after the death of any other Owner. Payment by us shall be valid and discharge the Bank from liability regardless of original ownership of the money deposited to the Account.

**1.5 Changes in Account Ownership, Address and Authorized Signers.** You agree to notify us immediately in writing of any change in your name, address, business capacity, or the Authorized Signers on your Account. We may require documentation supporting any change and a new Signature Card before any change in ownership or Authorized Signers becomes effective. To change the Owner(s) on an Account, we may require you to close the Account and open a new Account with the desired ownership. If the Authorized Signers change, we may continue to honor Items and instructions given earlier by any previously Authorized Signers unless and until we receive specific notice from you in writing not to do so in accordance with the notice requirements under Section 1.11(b), and we may require you to close your Account or provide us with stop payment orders to prevent transactions. (Note: A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). There may be a delay in implementing a change in the Authorized Signers on our records, and you agree that we will be given at least five (5) Business Days to make any such changes effective. "Convenience" and similar accounts are not available at the Bank, and a convenience signer cannot be designated on any Account. If the ownership or signing authority on an Account is uncertain or in dispute for any reason, we may continue to rely on the information in our current records, honor the competing claim upon receipt of evidence that we in our sole discretion deem satisfactory, or take action as described in Section 9.2 (Restricting Your Account) and we will not be liable for any delays or Losses you may incur as a result.

If your Account was opened at a Texas banking center and is owned by a minor, and we receive written notice from the minor's parent or legal guardian denying the minor's authority to control, transfer, draft on or make withdrawals from the Account, all actions by the minor as an Authorized Signer must be joined by a parent or legal guardian until the minor reaches the age of majority.

**1.6 Service Charges.** Service Charges are disclosed in the Brochure applicable to your Account's region/market and are subject to change from time to time. You agree to pay the Service Charges and authorize us, subject to Applicable Law, to deduct them from your Account unless we agree to another payment method. If we are unable to collect the Service Charges, we may deduct the amount owed from any of your other Accounts.

**1.7 Change in Terms.** We may make amendments to the Contract, including but not limited to deleting or changing existing terms and adding new terms, at any time. Where prior notice of a change in terms is required by the Contract or by Applicable Law, we will send the notice to you at your last known address contained in our records (including via email if agreed), by posting such notice in the lobby of our banking center, or such other means permitted by Applicable Law. You agree to be bound by the updated Contract if you continue using your Account after the effective date of the changes.

**1.8 Closing the Account.** Either you or we may close your Account with or without cause at any time. You must give us written notice to close your Account and pay any outstanding Service Charges and any other amounts owed to us. We are not obligated to close your Account upon written notice from you if you have pending transactions, the Account is overdrawn, your Account is subject to legal process (such as a garnishment, attachment, execution or levy) or any type of holds (such as collateral hold, decedent hold or deposit hold). In such cases, we may limit the types of transactions that you can make until pending transactions are paid or returned, the balance on your Account is no longer negative and any legal restriction/hold has been released. If there is a remaining Collected Balance in the Account at closing, we will send a check for such amount to any Owner at any address in our records. After the Account is closed, we can refuse to honor presented Items or collect any Item deposited to the Account, but we may temporarily reopen the Account to accept a deposit and any funds deposited therein will be subject to any and all rights we may have, including our setoff rights. We will have no liability for closing or temporarily reopening your Account. The provisions of this Contract which by their nature are intended to be binding after your Account is closed will remain binding between you and us, including but not limited to limitations on liability and indemnification obligations.

**1.9 Account Statements.** We will maintain a record of your Account and the transactions relating to it. In the event of a conflict between your records and our records of your Account, our records will be controlling. We will periodically send Account statements and notices to your address listed in our records (including via email if agreed), unless we have agreed otherwise or we receive returned mail addressed to you. We reserve the right not to provide Account statements if there have been no transactions on or affecting your Account for a period of 12 months or longer. If you would like a copy of your statements or notices, we will provide copies to you within a reasonable time after you request them. If we hold Account statements at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared, mailed or otherwise made available to you. Like a copy of your statements or notices, we will provide copies to you within a reasonable time after you request them. If we hold Account statements at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared, mailed or otherwise made available to you.

**1.10 Error Reporting.** You are in the best position to discover and report any discrepancies or errors involving your Account. You agree to review all statements, notices and other information that we provide or make available to you regarding your Account activity and to notify us right away of any discrepancy, error, unauthorized transaction, forgery, alteration, improper endorsement, improper or unauthorized signature, or any other irregularity or unauthorized activity involving your Account (each, an "Error") at the telephone number or address provided on your Account statement. You agree to provide us with a written statement of the relevant facts, including a description of the Error and the identity of any suspected wrongdoers.

If you fail to provide timely notice (as defined below) of an Error, you will be precluded from asserting the Error against us and we will not be liable for any Losses or have any obligation to reimburse you for the Error. "Timely notice" means notice that is received by us within: (a) six (6) months, for Errors involving check endorsements, (b) 60 days, for all other Errors, after we mailed or otherwise made available to you the first Account statement

or notice showing that Error. In addition, if you fail to notify us of an Error (excluding Errors involving check endorsements) within 30 days after we mailed or otherwise made available to you the first Account statement or notice showing that Error, we will not have any obligation to reimburse you for any subsequent unauthorized transactions on any of your Accounts by the same wrongdoer nor will we be liable for Losses arising therefrom. We will also not be liable for Losses related to an Error if the Items involved were forged, counterfeited or altered in a manner such that a reasonable person could not detect it.

If you claim a credit or refund because of an unauthorized transaction, you agree to provide us with a sworn statement containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the alleged loss. You also agree to make a report to law enforcement and to provide us with a copy of the report. You agree not to initiate any legal action or arbitration against us for any type of Error unless you gave us timely notice and complied with the requirements of this section. Your notice requirements do not limit or prevent our right to recover Losses from other banks, clearing organization and other parties, none of which are third party beneficiaries of this Contract.

Our liability, if any, for any Error will be reduced: (a) by the amount of the Loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any Loss recovery that you obtain from third parties, including any insurance proceeds you receive or are entitled to receive for the Loss. For Business Accounts, you agree that ordinary care necessitates the use of internal controls and you should have at least two individuals examining Account statements and other information we make available regarding your Account activity to monitor for Errors, and we may deny a claim for Losses arising from an Error if you fail to follow these procedures.

You acknowledge that original checks will not be returned with your Account statement, and we may retain, image or destroy your checks and/or hold your statements, and this does not alter or waive your responsibility to promptly review your statements and provide timely notice of any Errors as described above, nor will any request you make for copies of paper transactions or statements extend these time limits.

Note: Different notification and liability rules apply to certain electronic funds transfers (Sections 6.11 and 6.12), wire transfers (Section 7.8) and substitute checks (Section 4.14).

## 1.11

### Notices.

- (a) **Notices to You.** Any notices, statements and other communications from the Bank related to an Account or this Contract will be deemed received when sent to the address we have on record for the Account or to the address designated by any Owner or Authorized Signer on the Account. If you have agreed to electronic delivery, we may provide notices by email, posting on our website, or any other electronic method as permitted by Applicable Law. We are not responsible for notices that are lost after we have sent them, such as notices lost in the mail or by you after delivery. You agree that if the U.S. Postal Service or any of its agents informs us that your mailing address has changed, we may change your mailing address in our records and send notices to that new address. If any notice we send is returned as undeliverable, we are entitled to discontinue sending notices to you and you will nonetheless be bound by the information in any such notices as of the date they would have been sent to you, until you provide us with a new valid mailing or email address. You agree that it is your responsibility to provide the Bank with a valid current address and the procedures described herein are an acceptable method of delivery of notices, which you will indemnify and hold us harmless for following.
- (b) **Notices to Bank.** Notices to us related to your Account or this Contract must be in writing and sent to the address indicated below, except as otherwise indicated in the Contract. For other questions, you can contact us at the telephone number on your statement.

## **Comerica Bank - Michigan and Florida Markets**

Customer Service Center  
P.O. Box 75000  
Detroit, Michigan 48275

## **Comerica Bank - Texas Market**

Customer Service Center  
P.O. Box 650282  
Dallas, Texas 75265

## **Comerica Bank – California and Arizona Markets**

Customer Service Center  
P.O. Box 2249  
San Jose, California 95109

- 1.12 Call Recording; Electronic Communications.** We reserve the right to monitor and record any telephone conversation and other electronic communications that we have with you, but will have no liability for failing to do so. You agree that the Bank and other companies working on its behalf to service your Account have your consent to make informational, servicing and collection calls and text messages to any phone number (including mobile phones) you have called us from or provided to us while you have an Account, and to use an automatic telephone dialer and leave pre-recorded voice messages concerning your Account. If you provide an email address, you also consent to the Bank contacting you via email. You agree that we may deliver communications to you by electronic means rather than by mail or other non-electronic means unless prohibited by Applicable Law. If you elect to sign documents or records electronically, you agree that the Bank is authorized to rely upon and accept as genuine any such electronic signature without any duty to determine whether it is authorized.

## **Section 2. DEPOSITS AND WITHDRAWALS.**

- 2.1 Deposits.** A minimum deposit may be required to open and/or add to an Account. Refer to the APY Disclosure and Brochure for any minimum balance requirements. We reserve the right to limit the size of a deposit and the amount of funds maintained in an Account. If you have a Card (ATM, Comerica Debit Card or Comerica Business Debit Card) associated with your Account, you may make ATM deposits only at Comerica Bank ATMs. We may accept from any source, an Item payable to any Owner for deposit to your Account without questioning the authority of the person to make the deposit and whether or not it is endorsed by you. On Personal Accounts, you authorize us to give cash back to any Authorized Signer or designated agent on any check payable to any Owner.

We may refuse to accept an Item for deposit or may accept an Item on a collection basis only. If your deposit includes any Items we do not accept for deposit, we may, at our discretion, hold those Items until you claim them or return those Items to you via the mailing option of our choice, and we will not be liable to you for returning such Items or for the loss or theft of those Items in the mail or otherwise after we have sent them. Deposits dropped off by couriers, where we accept such deposits, must be enclosed in bags that we determine are acceptable for this purpose and contain a completed deposit ticket. Any Item we cash or accept for deposit is subject to verification and final payment. We may deduct funds from your Account if an Item is lost, stolen, or destroyed in the collection process, or if it is returned to us unpaid, even if you have already used the funds. In the alternative, we may re-present the Item for payment.

You should include a completed deposit ticket for each deposit, except those made at an ATM or by other electronic means. If you make any deposit or payment which is not accompanied by instructions indicating how or where it is to be credited, we may apply it, at our discretion, to any loan or Account you maintain with us. When you make a deposit at an ATM, we credit an Account linked to your Card (even if you enclosed a deposit slip or instruction for a different Account).

- 2.2 Adjustments.** We may issue a deposit receipt based upon the amount written on your deposit ticket without verifying the cash and checks included with the deposit. If we determine that the deposit amount is incorrect, we may make an adjustment to your Account. We may also make adjustments to correct other errors, such as if a deposit is posted to your Account in

error, if posting is delayed or Items are returned unpaid. Notwithstanding the foregoing, we may elect, at our discretion, not to make an adjustment to correct an error which you or your agent cause if our fee to make a correction is greater than the amount in question, or in the case of a discrepancy between the amount provided on a deposit ticket or deposit receipt and the actual deposit amount, if the discrepancy is less than our standard adjustment amount. You are bound by our final count of such deposits.

- 2.3 Returned Items.** If an Item deposited to your Account is returned to us by the financial institution on which it is drawn, we may accept that return and charge the Item back against that Account or a different Account you have with us, even if this chargeback causes the Account to be overdrawn, and without regard to whether the Item was returned to us before or after the other financial institution's midnight deadline. Further, if an Item deposited to your Account was paid by the financial institution on which it was drawn and that financial institution later returns the Item to us claiming alteration, forgery, unauthorized maker or endorser or other defense against payment, we may withhold the amount of that Item from your Account until the claim is finally resolved.

- 2.4 Items Sent for Collection; Foreign Checks.** We and other institutions may refuse to accept a check for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged checks. If we accept an Item for collection, we will send it to the institution upon which it is drawn, but will not credit your Account for the amount until we receive the funds from the other institution. If we elect to credit your Account before then, we may charge the amount back against your Account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving checks for collection. Other institutions that send or receive checks for collection involving your Account also may impose a fee for their services. If we accept a foreign check, you assume all the risk of Loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency items and may recover from your Account any Losses incurred in connection with our processing of such Items.

- 2.5 Demand Drafts.** You may not deposit demand drafts (Items not bearing the maker's signature, but purporting to be authorized by the maker) to an Account without our prior, express written consent. If you make such a deposit, you are liable for any Losses we incur as a result.

- 2.6 Withdrawals.** You may make withdrawals from your Account in any manner we permit for the type of Account you have opened, subject to any applicable limits set forth in this Contract including the Brochure. Some Accounts may be accessed through Comerica ATMs, merchant terminals and participating ATM networks. Some Accounts may also be accessed by checks or by other means. For IRA Account withdrawals, tax reporting rules require that you give us the reason for withdrawal.

You authorize us to pay any and all withdrawals and transfers purportedly authorized by any Authorized Signer, even if to do so creates an Overdraft in your Account. We are not required to inquire into the circumstance of your checks, withdrawals or transfers or the disposition of the proceeds of them, whether: (a) drawn to the individual order; (b) tendered in payment of an individual obligation; (c) deposited or transferred to the personal accounts of the Authorized Signer; or (d) otherwise ordering the transfer or withdrawal from any Account. You also agree that we may present or receive presentment of an Item by electronic presentment notice or by presentment of the actual Item.

We may debit your Account on the day a demand for acceptance or payment is made, whether or not such a notice constitutes presentment pursuant to Regulation CC, the UCC or applicable clearinghouse rules. In addition, we may debit or place a hold on funds in your Account if we receive notice that a check or other Item deposited to your Account is being returned, or if we receive notice that your check or electronic payment is being processed for collection. We process such demands throughout the night. You agree that if we receive a notice or demand for payment at any point after the close of business but prior to the opening of business on the next Business Day, we may debit your Account for the Item as of the prior Business Day.

- 2.7 Signature Requirements.** If you require more than one Authorized Signer's signature or authorization to conduct certain transactions related to the



Account, this requirement will be deemed solely for your own internal purposes and is not binding on the Bank. We will not be liable to you as long as at least one Authorized Signer's signature appears on your Items or if our records indicate that a withdrawal or transfer was made by or on behalf of one Authorized Signer by telephone, Card or other method. This includes situations in which you have provided your Card and/or PIN to someone else to use and have not notified us that the person no longer has your permission to use it. We are not required to maintain Signature Cards for any Account, and whether or not we maintain Signature Cards, in no event will we be obligated to inspect any check or other Item for the presence or authenticity of any signature, determine whether the signature is authorized, or review the number or combination of signatures on the check.

**2.8 Simulated Signatures.** We reserve the right, at any time, to pay or refuse to pay Items bearing Simulated Signatures. If you use a Simulated Signature or provide a signature card or other documentation authorizing a Simulated Signature, you authorize us to accept and pay, and you will be solely responsible for, any Item bearing a signature that resembles any signature specimen you have provided or any Simulated Signature you have used before. You acknowledge that using a Simulated Signature may increase the risk of unauthorized transactions and check fraud and therefore you agree to bear the entire risk of any unauthorized use of a Simulated Signature, whether or not you are negligent. You further agree to indemnify and hold us harmless from and against any and all Losses arising out of the use, misuse or unauthorized use of a Simulated Signature by any person.

**2.9 Notice of Withdrawal.** Although we usually pay withdrawals and checks without prior notice, we reserve the right to require seven days' prior written notice of any withdrawal of funds from Savings Accounts.

**2.10 Automated Transfers Between Bank Checking Accounts (Business Accounts Only).** This service is only available for eligible Account types. If you elect this service, after the close of each Business Day but before the opening of the next Business Day, we will transfer funds from your selected sub-Account to your master Account, after paying all Items drawn on or against the sub-Account. To the extent that your selected sub-Account has a negative balance, we will transfer funds from your selected master Account to the sub-Account in an amount sufficient to bring the balance in the sub-Account to zero (or other target balance you select). If at any time you have insufficient balances in your selected master Account or sub-Account to accomplish the transfers, we will have no duty or obligation to transfer any amount; provided however, at our option we may transfer such amounts necessary between the Accounts to bring the balance in the sub-Account to zero. At our option, we may honor your oral instructions regarding these transfers and you agree that we may in good faith rely on any such oral instructions which purport to come from an Authorized Signer without independent verification. You agree that each transfer made through this service constitutes your authorized funds transfer. Transfers may be suspended during any period when your sub-Account or master Account is subject to a hold or freeze. You agree to indemnify Bank for any Overdrafts, returned transactions or other Losses that Bank incurs as a result of any transfers or refusal to make transfers as described herein.

**2.11 Debits by Third Party.** If you voluntarily give out your Account number or your MICR information to a third party by telephone or otherwise, you agree that this act authorizes us to honor debits to your Account initiated by the recipient of the information, even if a particular transaction initiated by the third party was not authorized. See Section 6 (Electronic Fund Transfers; ATM and Debit Cards) for information on electronic fund transfers initiated by third parties, including transfers initiated using information from your check.

**2.12 Large Cash Withdrawals; Limits on Cash Transactions.** If a large amount of cash is requested, we reserve the right to limit the amount if we do not have sufficient cash on hand. In such a case, we may make arrangements for later cash payment or offer to make payment with a Bank check. We do not recommend nor do we assume responsibility for persons carrying large sums of currency and we may require that you sign a waiver of our liability before taking possession of large amounts of cash. We reserve the right to reject any cash deposits or cash withdrawals that exceed our limits on the volume or amount of cash transactions and you may be requested to move to an alternate solution for your cash servicing needs. For all cash withdrawals,

you acknowledge that withdrawing, possessing, transporting, and storing cash presents a risk of injury, theft, and robbery to you and others. Upon delivery of the cash to you or your agent, the risk of injury, loss, and damage immediately passes to you and your agent, and you agree that we will not be responsible or liable for any injury, loss, or damage.

**2.13 Night Depository/Night Drop.** If you use the night depository or night drop ("depository"), please observe the safety instructions described for ATMs in Section 6.14 (ATM and Card Safety). We cannot guarantee your safety at the depository. All such deposits are subject to later verification, count and adjustment by us and will be deemed received by us when they have been removed from the depository and are accessible to us for processing. We generally remove the contents of the depository at least once each Business Day unless a different schedule is posted at the depository or any force majeure event (e.g., inclement weather) makes it impractical to do so. In the event of an error, discrepancy or ambiguity involving a deposit or its accompanying instructions, Bank will process the deposit based on our own count and you agree that our findings and records will be conclusive and binding as to the presence or absence of a deposit and the condition and contents of each deposit bag or envelope. We do not insure the depository or its contents. You agree to make deposits only in bags or envelopes that are acceptable to Bank for use in the depository, include a deposit slip with each deposit, follow all instructions and notices posted at or near the depository, and lock the depository after making any deposit. If Bank has provided a key and/or bag for use of the depository, you agree not to make duplicate keys or transfer or allow others to use the key and you further agree to notify Bank immediately in the event of a bag or key loss and reimburse Bank for the cost of replacement. Bank will not be responsible for any Losses arising from or in connection with: (a) a delay in accepting or processing a deposit made to the depository, including if Bank is waiting for your instructions; (b) the operation, mechanical failure or general condition of the depository or the key or any other related equipment; or (c) any property placed in the depository that violates these requirements or left outside the depository. You understand that use of the depository is offered as a convenience and courtesy, and therefore Bank will have no responsibility or liability if the contents of any deposit fail to conform to the deposit ticket. Bank's records regarding any deposit made to the depository will be conclusive as between you and us with respect to the fact of such deposit or claimed deposit, and you assume full responsibility for and risk of any shortage resulting from such a discrepancy. You or Bank may terminate your use of the depository at any time, and upon termination you agree to stop using the depository and return any key(s) to Bank. Bank reserves the right to charge a fee for each unreturned key. If you sign a separate night depository agreement with us, the terms of that agreement will govern your deposits to the depository in the event of any inconsistency with this Contract.

**2.14 Analysis Service (Business Accounts Only).** If you deposit funds belonging to third parties (beneficial owners) in an analyzed Account, you represent that your use of any related earnings credit will not violate Applicable Law or any obligation or agreement with such parties. You also agree to indemnify and hold us harmless from and against any and all Losses that arise from your use of the analysis service or the manner in which you compensate or charge beneficial owners for your use of our services. This provision shall survive the termination of the Contract.

**2.15 Lost or Destroyed Items.** If a photocopy of a check or other Item that appears to be drawn on your Account is presented to us for payment in place of the original, we may pay the photocopy if it is accompanied by a representation from another financial institution that the original Item has been lost or destroyed. We will not be liable if the original Item is later presented to and paid by us, unless a stop payment order is in effect for the check.

## **Section 3. OVERDRAFTS.**

**3.1 Overdrafts and Non-Sufficient Funds (NSF).** If you issue checks or electronic funds transfer orders, or otherwise withdraw or transfer funds in an amount that exceeds the Available Balance in your Account, we may, in our sole discretion, pay the Item and overdraw your Account or reject the Item and return it unpaid. Each time an Item that exceeds the Available Balance is paid, a Paid Overdraft fee will be charged. For Business Accounts, each time an Item that exceeds the Available Balance is returned unpaid, an NSF fee will be charged. Our payment of any Item which exceeds the Available

Balance in your Account in no way obligates us to continue the practice at a later time. We may discontinue this practice at any time without notice to you unless we have agreed otherwise. We will not be liable for returning Items without payment or refusing to transfer funds if at any time the imposition of Service Charges has resulted in an insufficient Available Balance in the Account, unless we have otherwise agreed in writing.

If your Account is overdrawn, you agree to pay us the amount of the Overdraft immediately, without notice or demand from us. If you fail to pay us the amount of any Overdraft and bring your Account to a positive Available Balance, we may close your Account, seek to collect the amount you owe us and report you to consumer reporting agencies, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. Unless we otherwise agree in writing, you authorize us, in our sole discretion, to transfer funds from any one of your Accounts to any other of your Accounts to cover an Overdraft.

**3.2 Available Balance.** The Available Balance in your Account is the amount of money that is available for you to use, which is updated throughout the Business Day. When deposits become available for use based on our Funds Availability Policy (see Section 5), your Available Balance will increase. When withdrawals and other debits are posted to the Account, your Available Balance will decrease. Pending transactions and holds placed on the Account can also reduce the Available Balance, as described below.

**3.3 Pending Transactions and Holds.** If you review your Account during the day, you may see some transactions shown as pending. A pending debit transaction reduces your Available Balance, but it has not yet been posted to the Account and it may still be returned unpaid during end-of-day processing. Holds placed on your Account also reduce the Available Balance. Holds may be placed for a variety of reasons; one common scenario is when you make a purchase with a Card. For purchases made with a Card, we place a temporary hold on your Account in an amount equal to the payment authorization that we received from the merchant. In certain circumstances, the payment authorization may be for more or less than the final amount of the transaction. A payment authorization tells the merchant whether your Account has enough money or availability to cover, for example, the gas you are about to pump, a restaurant tab plus potential tip, delivery fees on mail orders, or extra hotel services that you might incur. These temporary holds can remain in place until the transaction settles or is cancelled, which can take three (3) Business Days or more. Because the hold reduces your Available Balance, other transactions received while the hold is in effect may cause your Account to be overdrawn and incur an Overdraft fee.

**3.4 Posting Order.** We determine the order in which checks, transfers and other transactions are posted to and paid from your Checking or Savings Account and we reserve the right to post and pay Items in any order and to change our posting order at any time. Items are not posted to your Account in the same order in which the transactions occurred; instead, we use automated systems that group transactions into categories as described below. The posting order is important because it determines which Items may create an Overdraft and how many Overdraft fees you may incur. An Overdraft is created when your Available Balance is insufficient to pay any Item posted to your Account during end-of-day processing. We may only look at your Account once to determine whether your Available Balance is sufficient to pay an Item. Our usual posting order for ordinary transactions is as follows:

- (a) All credits, including but not limited to checks that you deposit into your Checking or Savings Account, wire transfer deposits, ACH direct deposits, ATM deposits and cash deposits, posted in high to low order without regard to transaction type.
- (b) Error resolution debit entries. These entries correct or reverse prior credits that we gave in error to your Checking or Savings Account, posted in high to low order.
- (c) Service Charges that you owe us, including but not limited to fees for your Checking or Savings Account, paid in high to low order.
- (d) Wire transfers, paid in high to low order.
- (e) ATM, Debit Card and customer-initiated electronic and IVR telephone transfers between Comerica Bank Checking or Savings Accounts. If we know when the transactions occurred, we pay them

in chronological order. If we do not know when the transactions occurred, we pay in low to high order.

- (f) All other debit transactions not described above, including but not limited to checks, online bill payments, teller withdrawals and in person/telephone (non-IVR) transfers, paid in high to low order without regard to transaction type.

**3.5 Overdraft Protection.** If you request and we approve overdraft protection for your designated Checking Account, we will transfer funds from a designated Overdraft Protection Account to cover Overdrafts in your Checking Account, subject to transfer and credit limits described in this Contract, including the Brochure.

The Overdraft Protection Accounts we currently offer are described below; however, not all types are available for use in all markets. Transfers from an Overdraft Protection Account to cover the day's Overdraft in your linked Checking Account will be as follows:

- (a) Savings Account — An amount necessary, up to the Available Balance in the Savings Account.
- (b) Comerica home equity line of credit — A minimum transfer of \$50 and additional increments of \$10 as necessary, but not to exceed the available credit.
- (c) Credit Card — A minimum transfer of \$100 and additional increments of \$100 as necessary, but not to exceed the available credit.

**Regardless of where your Account was opened, the following conditions and restrictions also apply:**

**If a Card transaction causes an Overdraft in your linked Checking Account, the maximum amount that will be transferred from the Overdraft Protection Account to cover this Overdraft is \$500, even if your Available Balance or available credit in your Overdraft Protection Account is more. You will be responsible for reimbursing us for the amount of the Overdraft in your Account.**

**If your Overdraft Protection Account is a Savings Account and its Available Balance is not sufficient to cover the entire Overdraft in your linked Checking Account, we may transfer the entire Available Balance from the Savings Account and use it to pay the Items presented against your Checking Account in accordance with the order described in Section 3.4 (Posting Order) and any Items for which there are insufficient funds remaining may be returned unpaid.**

**If your Overdraft Protection Account is a Credit Card or Comerica home equity line of credit and you do not have sufficient available credit in the required incremental amounts to cover the entire Overdraft in your linked Checking Account, no funds will be transferred from the Overdraft Protection Account. We will pay the Items presented against your Checking Account in accordance with the order described in Section 3.4 (Posting Order) and any Items for which there are not sufficient funds remaining may be returned unpaid.**

You or we may terminate the overdraft protection service at any time. If you desire to terminate the service, you must provide us with written notice in a form acceptable to us. Your request to terminate the service will become effective within a reasonable time after we receive notice. If we wish to terminate the service, we will give you notice of termination as required by Applicable Law. If the Overdraft Protection Account or the linked Checking Account is closed for any reason, this service will be terminated.

Following termination of the overdraft protection service, we will not be responsible for any Losses which may arise, either directly or indirectly, from the withdrawal or failure to allow the withdrawal, debit or transfer of funds, or from the refusal of others to accept checks drawn on the linked Checking Account. To reinstate overdraft protection, any one Owner of the Checking Account and Overdraft Protection Account must make a request in writing and if we approve the request, you will be notified in writing.

## **Section 4. CHECKS AND CHECK PROCESSING.**

**4.1 Check Processing.** We generally process checks via automated systems based on the information encoded on such Items. We may refuse to accept or charge an additional fee for any checks you have written or that you deposit

that cannot be legibly imaged or copied, are not in machine readable form or cannot be electronically processed. We do not visually examine each check to determine if it is properly completed or endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, or checks lacking an encoded serial number. While we review checks from time to time, you understand and agree that reasonable commercial standards do not require it. You agree that we may pay or return checks following our procedures and that we have exercised ordinary care if we examine only those checks we have identified for review based on our internal criteria, as it may be updated from time to time.

**4.2 Checks and Forms.** All checks and deposit tickets used in connection with your Account must be obtained through or approved by us. You agree to safeguard your blank checks and to take reasonable steps to prevent their unauthorized use. You agree to notify us immediately if it appears that any blank checks are missing or otherwise unaccounted for, or if you become aware of the use of counterfeit checks purportedly drawn on your Account. You agree that we will not be liable and you agree to hold us harmless from any Losses you incur if: (a) you fail to maintain adequate safeguards against unauthorized use of your checks, including issuing checks in a manner so as to prevent unauthorized alteration or completion; (b) the processing of a check is delayed due to any writing or marking that you or a prior endorser placed on the check or improper printing on a check; and (c) a check you write or deposit is returned. We may require you to close your Account and/or open a new Account if one or more of your blank checks are lost or stolen or if there has been unauthorized use of your Account. You agree that we will be free from any liability if we return such checks "Account Closed", and that we will not be liable for the cost of any unused checks on such an Account.

**4.3 Endorsements.** You agree to comply with Regulation CC endorsement standards which are printed on the back of most checks. We reserve the right to refuse to accept a check if the back is not clear and readable or otherwise fails to meet these standards. You will be responsible for any Losses that we incur as a result of any check returned to us because you or the payee failed to comply with these standards. You authorize us to supply your endorsement on Items deposited to your Account by you or on your behalf. If your Account is jointly owned, any Owner may endorse checks payable to any one or more of the other Owners for deposit to your Account. You authorize us to accept for credit to your Account or collection all checks, drafts and funds transfers for payment of money when your instructions indicate to do so or when endorsed in your name using an endorsement method acceptable to us whether or not a title designation accompanies the endorsement or order. If you deposit Items that have endorsements of individuals or entities unknown to us, we may refuse the Item or require all endorsers to be present or to have their endorsements guaranteed before we accept the Item.

**4.4 Checks Bearing Notations.** We may pay or accept checks and other Items bearing restrictions or notations (i.e., "Void after six months," "Void over \$25," "Payment in Full") whether written on the front or the back in any form or format. If you write, cash or deposit a check with such notations, you agree that any such restrictions or notations apply only between you and the payee or maker. The notation will not bind us and you agree to accept responsibility for the payment of the Item. You agree to indemnify and hold us harmless from and against any Losses of any payee or maker involving such notations if the funds are deposited into your Account or you are the maker or payee.

**4.5 Postdated Checks.** We may pay or return a check, at our discretion, if it is presented prior to the date stated on the check. You may request that we not pay the check prior to its stated date by placing a stop payment on the check. See Section 4.9 (Stop Payments) for more information.

**4.6 Stale-Dated Checks.** We may pay or reject a check which is presented for payment more than six months after its stated date, even if the presentation occurs after the expiration of a stop payment order or written notice of a postdated check. We are not required to identify or to seek your permission to pay stale-dated checks.

**4.7 Checks Written For More Than \$99,999,999.99.** You agree that you will not write checks in an amount that exceeds \$99,999,999.99. If you do, however, write a check that exceeds this amount, you assume all risk of Loss due to improper processing which may occur due to industry system limitations.

**4.8 Words vs. Numbers.** You agree that we may process checks based on either the written or numerical amount reflected on the Items. If we note a contradiction between the numerical and written amounts, or if the numerical amount is missing, we may treat the amount contained in the words portion of the check as prevailing.

**4.9 Stop Payments.** This section applies to stop payment orders on checks only. See Section 6.9 (Preauthorized Payments, Right to Stop Payment (Personal Accounts Only)) for the requirements that apply to stop payment orders on electronic fund transfers. You may request that we stop payment on a check if you give us a reasonable period of time to act on your request and we have not already paid the check. Even if we have not paid the check, we will not be bound by a stop payment request made later than one hour after the opening of the Business Day following the Business Day on which the check is presented to us for payment. A notice to stop payment must include all of the following: (a) your Account number, (b) the check number, (c) the EXACT AMOUNT (dollars and cents) of the check, and (d) at our discretion, the name of the payee and check date.

Our acceptance of a stop payment order will not constitute a representation that it has been received timely or that payment can be stopped on the intended check. We will not be liable for failing to stop payment on a check if the stop payment order is incomplete, incorrect, has expired or was not received in a timely manner, or if the bank of first deposit has misencoded any of the check information. Further, we will not be liable for making payment contrary to your stop payment request if payment is made through inadvertence or accident notwithstanding our use of ordinary care.

We will be bound by an oral stop payment order for 14 days, although in our sole discretion, we may continue to honor an oral stop payment order for six months. We will be bound by an order that is written or communicated to us by IVR for six months unless you renew or revoke it in writing. We have no obligation to notify you when your stop payment order expires.

You will indemnify us for all Losses we incur due to refusal to pay the check on which you requested a stop payment. If we credit your Account for the amount of Losses you prove have occurred after having paid your check over a correct and timely stop payment order, you assign to us all rights against the payee and/or any other holder of your check and agree to cooperate with us in any legal actions that we may take against such persons or entities.

**4.10 Check Cashing.** If your Available Balance is not sufficient to pay a check you ask us to cash, we reserve the right to refuse to cash it and such refusal shall not be a wrongful dishonor. We may refuse to cash checks payable to Business Accounts. We may also refuse to cash a check drawn on your Account payable to a person who does not have an Account with us, and you agree that this will not be considered a wrongful dishonor. Alternatively, we may charge a check cashing fee and require suitable identification from the person, including a fingerprint, in which case you agree that our refusal to cash your check if the person does not pay the fee and provide suitable identification will not constitute wrongful dishonor.

**4.11 Payable Through Drafts.** You agree not to execute any draft "payable through" us unless we have signed a written agreement with you governing handling of payable through drafts. If we do not have an agreement governing the handling of drafts, we may dishonor any "payable through" draft drawn by you without notice to you and charge your Account our customary returned check charge. If any draft indicates your Account number (in MICR encoding or otherwise), we may treat that item as a check drawn on the indicated Account.

**4.12 Check Subaccounts.** You authorize us to establish your Checking Account as a subaccount of a Master Account. The Master Account will consist of a Checking subaccount and a Savings subaccount. If your Checking Account is interest bearing, the subaccounts will be interest bearing, and interest will be paid on the balance in the two subaccounts. If your Checking Account is not interest bearing, the subaccounts will not be interest bearing. All transactions, including checks, debits, withdrawals, deposits and credits will post to the Checking subaccount. The only statement you will receive for the Master Account will be the monthly Checking subaccount statement. Periodically, we may transfer funds between the subaccounts. These transfers will not affect your access to the total funds on deposit, the Master Account balance, the interest earned, if any, or your Checking Account number.

**4.13 Electronic Check Representation (RCK).** If we receive an electronic represented check (RCK), we will pay or return the RCK as if the check was again presented to us for payment in accordance with the Nacha Rules.

**4.14 Important Information for Consumers About Your Checking Account, Substitute Checks and Your Consumer Rights (Personal Accounts Only).**

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

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

What are my rights regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a direct result of this withdrawal (for example, Paid Overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. If your Account is interest bearing, you are also entitled to interest on the amount of your refund. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest, if applicable) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check in question was correctly posted to your Account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please go to a Comerica banking center or phone us at 800.266.3742 to make your claim. You must contact us within 40 calendar days of the date that we mailed or otherwise delivered or made available (per your agreement) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include all of the following:

A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect or the original check was not authorized by you);

- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check or if you cannot provide a copy, the following information to help us identify the Substitute Check in question: the Account number, the check number, the name of the person to whom the check is written, the amount of the check and the date the check was debited from your Account.

If you make your claim by phoning us and your claim alleges forgery, alteration or fraud regarding a Substitute Check, we may require you to put your claim in writing and complete and sign an affidavit of forgery/fraud. We will notify you at the time of your oral claim when a written claim will be required. When applicable, we must receive your

written claim by the 10th Business Day after the banking day on which we received your oral claim. You may make your written claim at a banking center, mail it to an address we give you or mail it to:

Comerica Bank  
P.O. Box 75000  
Detroit, MI 48275-7365

If you do not require the original copy or a better copy of the Substitute Check in order to determine that you suffered a loss, the procedure for making a claim as described in this Section 4.14 does not apply but you may have other rights. See Section 1.10 (Error Reporting) regarding your obligations and rights.

**Section 5. FUNDS AVAILABILITY POLICY.**

This policy governs deposits to Checking Accounts generally, and for Accounts opened in California and Arizona, deposits to Savings Accounts. Deposits of checks drawn on foreign banks and/or payable in foreign currency are not subject to this policy.

**5.1 General Availability of Funds Deposited.** Our policy is to generally make funds from your cash deposits and electronic direct deposits available on the same Business Day we receive your deposit, and funds from your check deposits available on the first Business Day after the day we receive your deposit when the deposit is made with a teller at a Comerica Bank banking center. For check deposits made at an ATM, the first \$275 of your deposit will be made available on the same Business Day and the remainder will be available on the second Business Day after we receive your deposit. Once funds from your deposit are made available to you, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that after we made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays and federal holidays. Funds deposited with a teller at a banking center are considered received on that Business Day. Funds deposited at a Comerica ATM on a Business Day before the cutoff time of 8:00 p.m. Eastern Time are considered received on that Business Day. However, if you make a deposit at a Comerica ATM on a Business Day after the cutoff time, or on a non-Business Day, we will consider that the deposit was made on the next Business Day. Funds deposited to a night depository will be considered received on the Business Day they are actually removed from such depository and accessible to us for processing. Funds mailed to us will be considered received on the Business Day they are actually received. Until we receive the deposit, you bear the risk that it will be lost, stolen or destroyed.

**5.2 Longer Delays May Apply.** In some cases we will not make all of the funds from your check deposits available to you on the first or second Business Day after the day of your deposit as stated above. Funds from your deposited check(s) may be delayed for up to 7 Business Days after the day of your deposit, if:

- (a) We believe the check deposited will not be paid,
- (b) You deposit checks totaling more than \$6,725 on any one day,
- (c) You redeposit a check that has been returned unpaid,
- (d) You have overdrawn your Account repeatedly in the last six months,
- (e) There is an emergency, such as a failure of communications or computer equipment, or
- (f) You are a new customer (See Section 5.3).

We will notify you if we delay your ability to withdraw some or all of the funds for any of these reasons and we will tell you when the funds will be available. If your deposit is not made in person, e.g. a Comerica ATM, or night deposit or we decide to take this action after you have left the premises, we will send you a notice no later than the first Business Day following the day facts become known to us that allow us to delay availability of the deposited funds.

**5.3 Special Rules for New Customers.** If you are a new customer, the following special rules may apply during the first 30 days your Account is open:



- (a) Funds from electronic ACH direct deposits to your Account will be available on the day we receive the deposit.
- (b) Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of U.S. Treasury, cashiers, certified, tellers', travelers', and federal, state and local government checks will be available on the first Business Day after the day of your deposit, if the checks are payable to you; provided, that if your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second Business Day after the day of your deposit. The excess over \$6,725 for these deposits will be available on the ninth Business Day after the day of your deposit.
- (c) Funds from all other check deposits will generally be available on the ninth Business Day after the day of your deposit.

**5.4 Holds on Other Funds.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account you have with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check deposited and the manner in which you deposited it.

## **Section 6. ELECTRONIC FUND TRANSFERS; ATM AND DEBIT CARDS.**

There are several types of electronic fund transfer services available to you, some of which may require you to sign a separate agreement. If there is a conflict between the terms of the Contract and the separate agreement, the separate agreement will control to the extent of the conflict. This Section 6 contains certain terms that apply only to Personal Accounts and others that apply only to Business Accounts, as indicated below. This Section 6 does not apply to wire transfers, which are governed by Section 7 below.

**6.1 Electronic Fund Transfers.** An electronic fund transfer is any transaction that is accomplished electronically to debit or credit your Account, and all transfers resulting from Card transactions. This includes:

- ATM transfers and Card transactions, including purchases
- Telephone transfers using our IVR system
- Direct deposits such as employer payroll or government benefits
- Transfers or payments initiated through Web Banking or Mobile Banking, including Bill Pay and Zelle
- ACH transfers initiated by or paid to third parties, including preauthorized debits to your Account

Service Charges may be imposed for electronic fund transfers, as described in the Brochure and any separate agreement governing the applicable electronic fund transfer service. When you use an ATM not owned by us, you may be charged a fee by the ATM owner or any network used and we may assess a Service Charge, including for balance inquiries when a fund transfer is not completed. Requests or instructions for electronic fund transfers received on a non-Business Day, or after the applicable cutoff time on a Business Day, will be deemed to have been received on the next Business Day. Cutoff times may vary depending on the type of electronic fund transfer.

**6.2 Telephone and IVR Transfers and Inquiries.** We may, in our sole discretion, accept and act on telephonic or electronic instructions purportedly from an Authorized Signer. You agree that our understanding of instructions and our records will be conclusive evidence of the actual instructions given. The number of telephone transfers or withdrawals you may make in each billing cycle may be limited based upon the type of Account. We are not obligated to act on any telephone or electronic instruction that violates such restrictions or if we believe, whether correctly or incorrectly, that the caller may not be an Authorized Signer. If we have approved your request for a PAC, you can obtain

information on your Accounts by telephone using our IVR system. Balance information may not reflect recent transactions and may include funds not available for immediate withdrawal. Where available, you can use the IVR to transfer funds from one of your linked Accounts to another or to place a stop payment order on a check drawn on your linked Account.

**6.3 ATM and Debit Cards.** Cards may be used to withdraw cash from and make deposits to your linked Account, transfer funds between eligible Accounts, make balance inquiries, pay for purchases at places that have agreed to accept the Card, and pay bills from your linked Account to parties that have agreed to accept your payments. Some of these services may not be available on all Accounts or at all terminals. Cards are issued subject to the Bank's approval, and may be issued to each Owner and to any other person to whom you have authorized us to issue a Card for use with your Account (each such person, a "Cardholder"). Each Cardholder will have full access to the funds in the Account and your Account information and you are responsible if any Cardholder fails to comply with the terms of the Contract. You agree to pay us for all Card transactions made by any Cardholder. If you revoke a Cardholder's authority to use a Card, you are responsible for retrieving the Card from them. You agree that neither you nor any other Cardholder will use a Card for any illegal transactions.

**6.4 Authorization Holds.** When you use your Card at certain merchants, including hotels, restaurants, and car rental agencies, an authorization hold may be placed on your Account for the expected amount of the transaction, which may be greater than the final transaction amount. You agree we may place a hold on your Account to cover the amount of the authorized transaction pending its final settlement, even if the amount of the hold exceeds the actual amount of the transaction and could affect the balance available to cover other transactions. See Section 3.3 (Pending Transactions and Holds) for more information on authorization holds.

**6.5 Daily Withdrawal and Transaction Limits.** For security reasons, there are limits on the transactions that can be made in any one day using your debit Card. We reserve the right to increase or decrease these limits without prior notice to you.

**6.6 Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing or tracing a transfer, or resolving errors or claims;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, Applicable Law, the Rules of any fund transfer network, or the terms and conditions of third-party service providers;
- If you give us your written permission; and
- As permitted by the Contract and, for Personal Accounts, our Privacy Notice.

**6.7 Documentation of Transfers.**

- (a) At the time you make a Card transaction, you will be offered a receipt unless the transaction is \$15 or less.
- (b) You will receive a monthly statement for each Account in which an electronic fund transfer has occurred. In any case, you will get a statement at least quarterly.
- (c) If you arranged to have a direct deposit made into your Account at least once every sixty days from the same person or company, you may call us at the telephone number that appears on your Account statement to see if the deposit has been made.
- (d) When an ACH transaction is received into your Account, we are not required to give you a separate notice; instead, the periodic statements we provide for the Account will serve as notice of any such payment.

**6.8 Electronic Check Conversion.** When you provide a check as payment to the Bank, you authorize us to use the information from your check to make a one-time electronic fund transfer from your Account or we may process the payment as a check transaction. If we use the information from your check to make an electronic fund transfer, the funds may be withdrawn from your Account as soon as the same day you made your payment.

You may also authorize a merchant or other payee to make a one-time electronic fund transfer from your Account using information from your check to pay for purchases or pay bills. When you give your Account number or a sample check to a merchant or other third party, or you issue a check to them, we are entitled to treat this as your authorization to accept electronic fund transfers to or from your Account from the merchant or third party. We are not liable for any such electronic fund transfer unless you notify us that it is unauthorized, even if the electronic fund transfer is not in accordance with the authorization you gave to the merchant or third party. You understand that you will not receive an image of any check used in this manner because we did not receive the check.

**6.9 Preauthorized Payments, Right to Stop Payment (Personal Accounts Only).** If you have told us in advance to make regular payments out of your Personal Account, you can stop any of these payments by calling us or writing us using the telephone number or address in Section 6.11 (Your Liability for Unauthorized Electronic Fund Transfers), in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If you request that we stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses proximately caused by our failure to stop the payment. If you want to stop all such payments made to a particular entity, you must notify that entity and provide us a copy of the notification.

If the payments you are making vary in amount, the company you are going to pay will inform you 10 days before each payment, the date and amount of the payment. 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. Please notify the company you are going to pay of your preference.

**6.10 Our Liability for Failure to Make Transfers.** We will not be liable to you for our failure to make a transfer if:

- Through no fault of ours, you do not have enough money in your Account for the transfer;
- The transfer would exceed the credit limit on your line or exceed your daily withdrawal limit;
- The ATM you are using for the transfer does not have enough cash to complete the transaction;
- Circumstances beyond our control, such as flood, fire, computer malfunction, or an interruption in electric or telephone service, interfere with the transaction;
- The terminal was not working properly and you knew about the breakdown when you started the transfer;
- Your Card has been reported lost or stolen or we have a reasonable basis for acting to protect the security of your Account;
- There are unusual or extraordinary circumstances which indicate improper or unlawful use of your Account;
- Information necessary for us to complete the transfer is inaccurate or incomplete;
- The funds are subject to legal process or other encumbrances restricting such transfer;
- The Contract has been terminated; or
- Applicable Law prevents completion of the transfer.

There may be other exceptions described in our other agreements with you.

Personal Accounts Only: Except in the circumstances noted above, we will be liable for your damages proximately caused by our failure to make a transfer to or from your Account on time or in the correct amount according to our agreement with you.

**6.11 Your Liability for Unauthorized Electronic Fund Transfers.**

(a) Personal Accounts. Tell us AT ONCE if you believe your Card or PIN has been lost, stolen, left in a point-of-sale terminal/ATM, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible Losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit).

If you tell us within 2 Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us within 2 Business Days of learning of the loss or theft of your Card or PIN, you could lose as much as \$500. However, if you are a California Account Owner, this \$500 liability provision for failing to notify us within 2 Business Days after you learn of the loss or theft of your Card or PIN does not apply to you.

If your Account statement shows electronic transfers that you did not make, including those made by Card, IVR or other electronic means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*Telephoning us at 800.572.6620 (+1.734.632.5181 outside the U.S. and Canada)* as soon as you realize your Card has been lost or stolen, or that your Card has been used to conduct transactions you did not authorize, or that there has been any unauthorized electronic transfers conducted through your Account, is the best way of minimizing your possible Losses. You may also write us at:

Comerica Bank  
Electronic Processing  
P.O. Box 75000  
Detroit, MI 48275-7584

(b) Business Accounts. Contact us AT ONCE if you believe your Card or PIN has been lost or stolen, or that someone may be using your Card or PIN without your authority, or that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible Losses down. You are liable for all transactions, including unauthorized transactions, made with your Business Debit Card, or any other unauthorized electronic funds transaction that occurred prior to the time you notify us to cancel your Card or that an unauthorized transaction has taken place, or that your Card or PIN has been lost or stolen. It is important that you review your statements closely, and immediately report unauthorized transactions to prevent further unauthorized use of your Card and Account and to mitigate Losses to you. You understand that if you fail to immediately report any unauthorized ACH entry to your Account, we may be unable to submit a timely ACH return entry and you may not recover your funds.

You can contact us to report an unauthorized electronic funds transfer or the loss, theft or unauthorized use of your Card or PIN by calling 800.572.6620 or writing us at:

Comerica Bank  
MC 7603  
P.O. Box 75000  
Detroit, MI 48275-7584

If the unauthorized transaction occurred through the use of one of your Comerica Treasury Management Services or through Comerica Web Banking® or Bill Pay for Small Business, your rights and liability and our rights and liability may be different than those stated above and are governed by the separate agreement with us for those services.

**6.12 In Case of Errors or Questions about an Electronic Fund Transfer (Personal Accounts Only).** Call us or write to us at the telephone number or address provided in Section 6.11(a) (Your Liability for Unauthorized Electronic Fund Transfers) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent or otherwise made available to you the FIRST statement on which the error or problem appeared.

- (a) Tell us your name and account number (if any).
- (b) 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.
- (c) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 Business Days (20 Business Days for new Accounts) after we hear from you. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days (20 Business Days for new Accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

We will tell you the results within 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.

**6.13 Processing Electronic Fund Transfers.** Your ability to originate an electronic funds transfer is limited to the services offered by us from time to time and a separate agreement may be required. If you do not execute a separate agreement for an electronic funds transfer service and we in our discretion choose to accept a written or oral request to initiate an electronic funds transfer from your Account, you agree that we may rely on instructions purportedly provided by an Authorized Signer and debit your Account for the amount of the transfer (even if this causes an Overdraft) and our understanding of the instructions and our records will be conclusive evidence of the actual instructions given. We may handle funds transfer requests in any order we select. We may presume that no financial institution to which or through which a funds transfer is sent has an earlier cutoff time for accepting transfers than we do. We may use any means which we, in our sole discretion, consider suitable for the transferring of funds, including choosing the payment network and intermediary banks to carry out the transfer. Notwithstanding the foregoing, we have no obligation to accept any request to initiate an electronic funds transfer unless you have entered into a separate agreement for an electronic fund transfer service and we may reject any such request without liability to you.

**6.14 ATM and Card Safety.** Below are recommendations for safe use of ATMs and Cards, including protecting your PIN.

- (a) When using an ATM: Maintain an awareness of your surroundings, if you observe any problem, go to another ATM or come back later. Be aware of:
  - ATM sites with lighting problems or shrubbery nearby.
  - Suspicious activity, such as anyone trying to look over your shoulder.
  - Anyone sitting in a parked car nearby.
  - If you are, unfortunately, involved in any kind of confrontation with an assailant who demands your money, we suggest that you COMPLY.
  - Never count your cash at the ATM or in public.
  - Closely monitor your bank statements, as well as your balances, and compare receipts against your monthly statement.

(b) When using a drive-up ATM:

- Keep your engine running and doors locked.
- Leave enough room to maneuver between your car and the vehicle ahead of you.

(c) When shopping online:

- Never provide your Card number over the phone or on the Internet, unless to a trusted merchant when you initiate a transaction.
- End your transactions by logging out of websites rather than simply closing the browser window.

(d) Protecting your Card and PIN:

- Protect your Debit or ATM Card as though it were cash.
- Prevent others from seeing you enter your PIN by using your body to shield from their view.
- Never provide your PIN over the phone or in response to an email request.

**6.15 Foreign Debit Card Transactions.** If you use your Card for a point-of-sale purchase or ATM transaction in a location outside the United States, a Service Charge will be imposed as described in the Brochure. If the transaction involves a currency conversion, the exchange rate between the transaction currency and the billing currency used for processing international Card transactions is a rate selected by Mastercard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard® itself receives, or the government mandated rate in effect for the applicable central processing date. The day of conversion by Mastercard® may differ from the purchase date and the posting date identified on your statement. You agree to pay the charges and accept credits for the converted transaction amounts in accordance with the terms of this section.

**6.16 Termination of Card.** A Card will remain our property and you agree to return the Card to us upon demand. Without prior notice, we may revoke or cancel the Card for any reason. You may also terminate use of the Card at any time by notifying us in writing and returning your Card to us. Termination, whether by you or by us, will not affect prior transactions or then existing obligations. For your security and protection, we may terminate your Card without notice for non-use and we may do so without regard to any previous non-use that may have occurred with your Card. If your Card is terminated for non-use, you may still use your telephone and PAC for IVR transfers and inquiries.

**6.17 Required Michigan Disclosures.** The following disclosures apply to Accounts subject to Michigan law.

- (a) Regulatory Agencies. If you believe we have violated applicable Michigan law concerning this Section 6 (Electronic Fund Transfers; ATM and Debit Cards) of the Contract, you may notify the Bank and Trust Division, Michigan Office of Financial and Insurance Services, 333 South Capital Avenue, Suite A, P.O. Box 30224, Lansing, MI 48909; or Texas Department of Banking, 2601 North Lamar Boulevard, Suite 300, Austin, TX 78705-4294.
- (b) Merchants' Disputes. If you use your Card, and a dispute with the merchant arises, you agree to make a good faith effort to settle the dispute with the merchant. Once such a Card transaction has been completed, you can request that it be reversed only in very limited circumstances. We will agree to reverse it only if it involves \$50 or more and you notify us of the problem, and assure us you have returned any returnable goods at issue, within 4 days of the transaction. Oral notification must be confirmed in writing within 14 days.

## **Section 7. WIRE TRANSFERS.**

**7.1 Rules, Defined Terms.** This Section 7 applies with respect to wire transfers to or from your Account. If you have entered into a separate wire transfer agreement with us, that separate agreement will control to the extent of any inconsistency with the terms in the Contract. We may use Fedwire or any other funds transfer system to execute wire transfers from your Account, and by requesting a wire transfer you agree to be bound by the Rules of the applicable system. A "Remittance Transfer" is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a

beneficiary in a foreign country, and you have certain rights regarding Remittance Transfers that will be explained at the time of initiation. Other terms used in this Section 7 have the meanings given in Article 4A of the UCC.

**7.2 Security Procedures.** We offer certain security procedures that are used to verify the authenticity of (and not to detect errors in) your payment orders, which may vary depending on how you submit your payment order. You must provide identification or other evidence of authority when you submit a payment order and we may call an Authorized Signer to confirm the authenticity of the payment order. By submitting a payment order without entering into a separate wire transfer agreement with us, you agree that our security procedures applicable to occasional wire transfers are a commercially reasonable means of authenticating payment orders submitted by you or on your behalf. Payment orders submitted in compliance with the security procedures will be enforceable against you, whether or not authorized, if we accept such payment order in good faith. Further, you agree to be bound by any payment order that you issued or otherwise benefited from, even if we did not authenticate it in compliance with the security procedures. If you elect to communicate a payment order to us in a manner that varies from the security procedures, you will be deemed to have refused the security procedures that we offer and recommend as commercially reasonable and you agree to be bound by and pay for any such payment order accepted by us in good faith, whether or not authorized.

**7.3 Acceptance.** A payment order is considered accepted when we execute it. You agree to pay the amount of any payment order and associated Service Charges, which we may debit from your Account. We will use commercially reasonable efforts to execute payment orders received in compliance with the security procedures by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party on the stated transfer date, or if no transfer date is stated, the day the payment order is received; provided, that payment orders received on non-Business Days or after the cutoff time on a Business Day will be treated as if they were received on the next Business Day. Cutoff times may vary depending on the method you use to initiate the payment order. Notwithstanding the foregoing, we reserve the right to delay executing a payment order for any reason in our sole discretion, including concerns regarding its accuracy or authenticity or insufficient funds in the Account.

**7.4 Discrepancies in Payment Order.** You are solely responsible for the accuracy and content of each payment order, which we will rely on in carrying out your instructions. The Bank and any other bank or intermediary involved in processing your payment order are entitled to rely on the account number and bank identification number provided by you even if the number identifies a person different than the named beneficiary or bank. If you provide an inaccurate account number or bank identifier in your payment order, the wire transfer may be misdirected and could result in a loss of funds. You agree that we have no obligation to detect errors in your payment orders and no liability for any Losses resulting from any inaccurate or missing information in your payment orders, which is solely your responsibility.

**7.5 Cancellation and Amendment.** Executed payment orders cannot be amended, cancelled or reversed. We have no obligation to amend or cancel a payment order. If you request to amend or cancel a payment order before it has been executed, we may attempt to act upon your request but we will have no liability if the requested amendment or cancellation is not accomplished and you will remain obligated to pay the payment order as transmitted. You agree to indemnify and reimburse us for any Losses we incur related to such amendment or cancellation. This Section 7.5 does not apply to Remittance Transfers, which are subject to separate cancellation and amendment terms provided at the time of initiation.

**7.6 Rejection.** We have no obligation to process your payment orders and we reserve the right to reject any payment order you request for any reason, including your failure to comply with the security procedures or the fact that you have not executed a separate wire transfer agreement or do not have sufficient funds in your Account to fund the requested transfer and associated fees. We may notify you of any such rejection in the same manner that you made the request, or by facsimile or telephone notice to any Authorized Signer on the applicable Account, but we will have no liability to you based on any delay or failure in providing such notice. In the event your

wire transfer is rejected or otherwise does not become final, your underlying obligation to that beneficiary will not be discharged. In addition, if a wire transfer is returned to us after execution, we will attempt to notify you but will have no liability for any delay or failure in providing such notice, and you agree that we are not obligated to re-send a wire transfer that is returned if we complied with the original payment order.

**7.7 Provisional Credit.** Any wire transfer we credit to your Account is provisional until we receive final settlement for the payment. If we give you provisional credit but do not receive final settlement, you become obligated to us for the full amount without prior notice or demand and you agree that we may reverse the credit to your Account or you will otherwise reimburse us. If we do not receive final settlement for any wire transfer to your Account from a third party, that party's obligation to you will not be discharged.

**7.8 Error Notice; Limits on Liability.** Your Account statement will serve as notice of incoming and outgoing wire transfers and we are not required to provide a separate notice unless you have elected to receive wire confirmation notices. It is your responsibility to promptly review your Account statements, wire confirmation notices and any other information made available to you regarding your payment orders and report any errors or unauthorized wire transfers right away. If you fail to notify us of an error or unauthorized wire transfer within thirty (30) days from the earlier of: (a) the date we send or otherwise deliver or make available confirmation that we executed the payment order, or (b) the date we send or otherwise deliver or make available the first Account statement showing the payment order was debited from your Account, you will be liable to us for any Losses we incur as a result of your failure to provide timely notice and you will be precluded from asserting a claim against us for lost interest on the erroneous or unauthorized wire transfer. In addition to our other liability limits under this Contract, if a payment order is delayed, improperly executed or not executed due to our failure to exercise ordinary care, our liability shall be limited to an amount equal to interest losses attributable thereto, calculated using a rate equal to the average effective federal funds rate for that period, and your expenses for the payment order to the extent required by Article 4A of the UCC, as modified by this Contract; no other damages will be recoverable. This Section 7.8 does not apply to Remittance Transfers, which are subject to separate error notice and limits on liability terms provided at the time of initiation.

**7.9 Foreign Currency Wire Transfers.** To initiate a payment order in a foreign currency, you will be required to purchase such foreign currency from us or we may purchase the foreign currency from a correspondent bank or affiliate. You agree that if we utilize the services of other banks in order to execute a payment order in a foreign currency, we do so at your risk and any loss of exchange arising from a cancellation of the payment order or rejection of delivery for any reason will be charged to your Account. Any fees imposed by other banks or intermediaries may be deducted from the amount of the wire transfer, which can reduce the amount received by the beneficiary. For Remittance Transfers, we will provide required fee and payment disclosures at the time of initiation.

## Section 8. TERMS FOR SPECIFIC ACCOUNT TYPES

**8.1 Interest-Bearing Accounts.** For Accounts that earn interest, our current interest rates and corresponding Annual Percentage Yield (APY) for Personal Accounts are disclosed on the APY Disclosure we provide in person, electronically, or by mail, as permitted by Applicable Law, on the day of the Account opening and CD Account renegotiation. For Business Accounts, we will provide you the interest rate (and at our option, the APY) for your Account at Account opening and CD Account renegotiation. The APY assumes interest remains in the Account until maturity. Interest rates and APY may change daily at the Bank's discretion. Our current rates are available online at [Comerica.com](http://Comerica.com). For Interest Checking, Savings and Money Market Accounts, fees may reduce the earnings on the Account.

Interest for CDs (including IRAs and ESAs) begins to accrue on the Business Day of the deposit. For all other interest-bearing Accounts, interest begins to accrue on the Business Day of deposit for cash items and no later than the Business Day we receive credit for the deposit of non-cash items (for example, checks). Once interest begins to accrue, it will accrue for the number of days your funds are on deposit excluding the day of withdrawal.



We use the daily balance method to calculate the interest you earn on your Account. This method applies a daily periodic rate to the balance in your Account (Ledger Balance or Collected Balance, as applicable for the Account) each day. For tiered rate Accounts, at the end of each day we determine your balance and we apply the interest rate applicable to that balance tier for that day.

**8.2 Certificates of Deposit (CDs).** This section applies to CDs, including ESAs and IRAs. Unless otherwise stated, references to CDs include both ESAs and IRAs.

- (a) Withdrawals. By opening a CD, you are agreeing to keep your funds on deposit for the term of the CD. We may refuse to permit any withdrawal from a CD prior to maturity except: (i) upon the death of any Owner; or (ii) when any Owner is determined to be legally incompetent. If we permit you to make a withdrawal from, or to renegotiate the terms of, a CD prior to maturity, you agree to pay the applicable early withdrawal penalty, except in the circumstances described in (i) and (ii) above. For a newly opened CD, we may place a hold for up to 90 days on funds received via ACH and refuse to permit any withdrawal during this timeframe. Interest paid on your CD is available for withdrawal without penalty unless it has been added to, and has become a part of, the principal amount. The minimum CD balance required to receive monthly interest payments by check is \$5,000. No compounding will occur if interest is not paid into the Account. Upon automatic renewal, interest that has become part of the principal will be subject to the early withdrawal penalties described below.
- (b) Early Withdrawal Penalties. The early withdrawal penalty consists of the amount of interest that was, or could have been but for the early withdrawal, earned on the principal balance over a specified period of time. EARLY WITHDRAWAL PENALTIES MAY REDUCE YOUR PRINCIPAL BALANCE. For fixed rate CDs, the early withdrawal penalty is: (i) one month's interest for CDs with a term of less than 90 days, (ii) three months' interest for terms of 90 - 179 days, and (iii) six months' interest for terms of 180 days or longer. For variable rate CDs, the early withdrawal penalty is equal to three months' interest, calculated based on the rate in effect on the day of withdrawal. These early withdrawal penalties apply each time an early withdrawal is made, regardless of how long the funds withdrawn have remained on deposit or whether a previous withdrawal was made. However, you may take a one-time withdrawal of up to 50% of the Account balance (principal and paid interest) on a variable rate CD without incurring an early withdrawal penalty if such withdrawal is made more than 7 days after opening the Account or making an additional deposit, but before maturity.
- (c) Renewals. CDs will automatically renew at maturity for the same term at the standard, non-promotional rate and APY available at that time based on the Account balance at maturity. Unless specifically stated otherwise, any bonus we offer will not apply to renewing CDs.
- (d) Grace Period. There is a grace period after the maturity date during which you may withdraw funds from or close your CD without being charged an early withdrawal penalty. The length of the grace period is 10 days for CDs with a term of 30 days or longer, and 3 days for CDs with a term of less than 30 days. If you withdraw funds from or close your CD during the grace period, interest will be paid at a reduced rate on the principal amount from the maturity date until the day of withdrawal.
- (e) Limits on Additional Deposits to CDs. You may not make additional deposits to your fixed rate CD prior to maturity. Additional deposits are allowed during the grace period. You may make additional deposits to your variable rate CD at any time, subject to the minimum deposit requirements as stated in the APY disclosure.

**8.3 IRAs and ESAs.** There are special rules that apply to early withdrawals from IRAs and ESAs. The early withdrawal penalties and exceptions described in Section 8.2 (Certificates of Deposit (CDs)) apply to IRAs and ESAs, along with the additional exceptions listed below. We will not assess a penalty for early

withdrawal from an IRA or ESA in the following additional circumstances:

- (a) Your permanent disability;
- (b) Your withdrawal is part of a mandatory scheduled distribution;
- (c) Your IRA withdrawal is used for qualified first time home buyer expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
- (d) Your IRA withdrawal is used for qualified higher education expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
- (e) Your IRA withdrawal is used for qualified medical or health insurance expenses (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts);
- (f) Your ESA withdrawal is used for the qualified primary, secondary or higher education expenses for the child Beneficiary (refer to the Disclosure Statement and Master Terms of IRA Custodial Accounts); or
- (g) To correct an excess IRA or ESA contribution before the due date of your tax return.

If you transfer your IRA or ESA, in whole or in part, directly to another financial institution (not as part of a scheduled distribution), the early withdrawal penalties described in Section 8.2 above and the Service Charge stated in the Brochure will be applicable.

**8.4 Statutory Accounts.**

- (a) Uniform Transfer to Minors Account. If your Account is designated as a Uniform Transfer to Minors Account or Uniform Gift to Minors Account or "UTMA" "UGTM" or similar designation, notwithstanding any other provisions of this Contract, you agree that the ownership, control and distribution of the funds in the Account will be governed by state law where the Account is located, as it may be amended, revised or enacted from time to time. Only one beneficiary and one custodian may be named for each such Account you open. If your Account was opened in Michigan on or after December 29, 1998, the Michigan Uniform Transfer to Minors Act governs your Account, regardless of how the Account is on the Signature Card.
- (b) Statutory Trust Account. If your Account is designated as a Statutory Trust Account (also referred to as In Trust For (ITF) or Payable on Death (POD) Account), notwithstanding any other provisions of this Contract, you agree that the ownership, control and distribution of the funds will be governed by state law where the Account is located, as it may be amended from time to time. A withdrawal by an Owner of the funds in the Account, pledging or assigning the Account, closing the Account or changing the beneficiary will be considered revocation of the trust by all of the Owners, to the extent of the withdrawal, pledge, assignment, or change. You may wish to consult with an attorney concerning the estate planning implications for each type of Statutory Trust Account.

Unless we agree otherwise, only one beneficiary may be named for each Statutory Trust Account you open. If we agree to permit you to name more than one beneficiary for a Statutory Trust Account and the trust is not revoked prior to the death of the last surviving Owner then, unless we otherwise agreed in writing, we will distribute the funds remaining in the Account upon the death of the last surviving Owner in equal proportions to the named beneficiaries who did not predecease the last surviving Owner. The estate of a named beneficiary who predeceased the last surviving Owner will not be entitled to any of the funds in the Account. Each surviving beneficiary will be a joint Owner with each other surviving beneficiary with respect to the funds in the Account without rights of survivorship.

Notwithstanding anything above to the contrary, if you opened your Account at one of our Texas banking centers and designated it a POD or Trust Account, with more than one Owner or Trustee, respectively, each of you will own the Account with rights of survivorship, and in proportion to your net contributions to the Account. In Texas, POD and Trust Accounts are each subject to different additional laws.

## Section 9. LEGAL MATTERS.

**9.1 Legal Process.** If we receive any writ of attachment, execution, garnishment, levy, restraining order, subpoena, warrant, or other process (collectively “legal process”) which, in our opinion, affects an Account, we will comply with or object to such legal process as we determine to be appropriate and your use of the Account may be restricted. You may also have rights to contest such legal process on your own behalf under applicable state law. We may, without liability to you, refuse to honor any Item drawn on the Account and/or place a hold on the Account until the legal process is resolved. You agree that we may honor legal process which is served by mail, e-mail, facsimile transmission, or at any of our offices, even if the law requires personal delivery at a specific location. If we incur any expenses, such as reasonable attorney fees, in responding to the legal process that are not otherwise reimbursed, we may charge them to you or your Account without prior notice to you. We may not pay interest on any funds we hold or set aside in response to legal process, and we may charge the applicable early withdrawal penalty if funds in a CD are turned over to a court or creditor pursuant to legal process. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the legal process, we may charge such amounts to you or your Account in addition to our minimum legal process fee. Legal process affecting an Account is subject to our security interest and right of setoff in the Account.

**9.2 Restricting Your Account.** You agree that we may take certain actions to protect you or us or to comply with Applicable Law, including but not limited to placing a freeze on your Account or otherwise restricting access to the Account; blocking, returning, dishonoring, reversing or delaying any specific transaction or all transactions to or from the Account; placing a hold on the Account or removing funds from the Account to hold them pending investigation; closing your Account and transferring your Account information to a replacement Account number; interpleading the funds or requesting instructions from a court of competent jurisdiction at your expense regarding the Account or any related transaction or instructions, in each case as we determine to be appropriate in our sole discretion. We may take these actions in a variety of circumstances, such as when we receive conflicting instructions or there is a dispute regarding Account ownership or control; we suspect that a transaction may be fraudulent or involve illegal activity or you may be the victim of financial exploitation, even though you authorized the transaction; the Account is involved in any legal proceeding or legal process; we have received notice of the death or incompetence of an Authorized Signer on the Account or notice of a change in Authorized Signers or ownership; we are complying in our sole judgment with Applicable Law or our policies adopted to facilitate compliance with Applicable Law or we otherwise reasonably believe that taking such action is necessary in order to reduce risk or avoid Losses. You agree that we will have no liability for any action we take hereunder and we may take such action without prior notice unless prohibited by Applicable Law. You further agree that we will have no liability for any action we do not take hereunder. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction, nor shall this section be construed as obligating us to conduct transaction monitoring or detect fraudulent activity with respect to your Account.

**9.3 Assignment, Pledge or Transfer of Account.** Accounts are generally non-transferable unless we agree otherwise in writing. You may not assign, transfer, pledge or grant a security interest in your Account to others without our prior written consent, which may be withheld in our sole discretion or subject to additional conditions. Any assignment, transfer or pledge of your Account is subject to our prior security interest and right of setoff. The Bank may assign its rights and obligations under this Contract, including with respect to your Account, to an affiliate, acquirer or other third party without your consent. This Contract will be binding on your successors and permitted assigns with respect to any Account, and on our successors and assigns. This Contract is intended for the benefit of you and the Bank and there are no third party beneficiaries.

**9.4 Account Type, Your Responsibility.** We offer a variety of Account types as described herein and in the Brochure. It is solely your responsibility to determine the legal effects of opening and maintaining your Account, and the Bank makes no representations that any Account is fit for a particular

purpose. Even if you have opened a trust or other fiduciary account, you understand that the relationship between you and the Bank is one of debtor and creditor, not fiduciary. If you are depositing funds of an IRA or funds which constitute “plan assets” of a qualified plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) into an Account, you (including any trustee or fiduciary administering your Account) represent and warrant to the Bank that you have determined that: (a) the Account, any Service Charges or related fees and any other services provided by the Bank in connection with the Account comply with all laws applicable to you; and (b) your use of the Account and any related services will not constitute or result in a non-exempt prohibited transaction under ERISA or the U.S. Internal Revenue Code.

**9.5 Power of Attorney.** Except where otherwise required by Applicable Law, we reserve the right, with or without cause, to refuse to accept any Power of Attorney (“POA”) presented to us by you or your agent, and you agree that we are authorized but not required to honor a POA. If we accept your POA, we may rely on it until: (a) you provide written notice to us that you have revoked the POA; or (b) by law or court order, the POA is revoked, and we have received actual notice of the revocation (which may include the death or incapacity of the agent or the principal under the POA). Unless otherwise stated in the POA, you authorize us to give the agent access to Account information and use of the funds in the Account to the same extent the Owner who granted the POA has under this Contract, including, but not limited to, the right to withdraw funds and to close the Account. If the Account is jointly owned, we may rely on a POA given by any Owner without further consent of the other Owner(s). You agree that we may act on the instructions of your agent whether or not the agent relationship is noted in the instructions given by the agent. You further agree to hold us harmless for any Losses you incur as a result of our following instructions given by your agent acting under a POA.

**9.6 Security Interest.** You grant us a first priority continuing security interest in your Account and its proceeds, and any of your funds or property in our possession, to secure present and future indebtedness any Owner of the Account owes us, including loans, and any costs, expenses and attorney’s fees we incur related to such indebtedness (collectively, “Indebtedness”). Our security interest will be governed by Article 9 of the UCC.

**9.7 Right of Setoff.** You agree that we may, at any time and without prior notice, set off funds in any Account, or any other funds or property in our possession, in which you have an ownership interest for the payment of the Indebtedness to the fullest extent permitted by Applicable Law and regardless of the source of the funds in your Account. For joint Accounts, we may charge the Account for the Indebtedness of any Owner even if the other Owner(s) does not owe the Indebtedness. You understand that exercising our right of setoff against an Account could result in lost interest, early withdrawal penalty, Overdrafts and the dishonor of subsequent debits and you agree we will not be liable to you for any such dishonored Items or other Losses you incur as a result of exercising our setoff rights. You agree that our setoff rights extend to any federal or state benefit payments deposited into your Account and if you do not want your benefits applied in this way, you can change your direct deposit instructions with the benefits payor. In the event that any benefit payments are deposited to your Account in error or after a date of ineligibility, we may be required to return those payments to the applicable benefits payor and we are entitled to set off against any of your Accounts in order to recover such amounts. In addition to our setoff rights granted in this section, we retain all setoff rights under Applicable Law. You agree to indemnify and hold the Bank harmless from any Losses arising from our exercise of setoff rights. Our setoff rights do not apply with respect to Indebtedness created under a consumer credit card plan, or to IRAs, ERAs or where otherwise prohibited by Applicable Law.

**9.8 Dormant/Abandoned Accounts.** When an Account has had no activity for a period of time as prescribed by applicable state law, it will be considered abandoned and we are required to send the funds to the state as unclaimed property. Your Account will stop earning interest once it is presumed abandoned in accordance with applicable state law, and we will have no liability to you for funds remitted to the state as unclaimed property or for any Losses you may incur due to our compliance with these requirements.

**9.9 Collection Proceedings.** If we are required to initiate any legal proceedings (including arbitration) to recover Losses caused by transactions occurring on your Account, or we refer collection of your Account to an unaffiliated third-party, you agree that we are entitled to recover our actual costs and expenses and reasonable attorney's fees associated with such actions as additional damages under this Contract, unless Applicable Law prohibits such recovery.

**9.10 Liability Limits; Indemnity.** Our liability under this Contract and related to your Account will be limited to direct damages caused by our failure to exercise ordinary care. WE WILL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. We will not be liable for actions taken in accordance with your instructions, even if such actions cause you to incur Losses. We are not liable for clerical errors or oversights, honest mistakes of judgment, or for errors that do not result in financial loss to you, to the extent permitted by Applicable Law. Our liability for failing to stop payment on an Item, or for paying an Item with an unauthorized signature, forged drawer's signature, forged endorsement or alteration, will be limited to the face amount of the Item.

We are not liable for any Losses caused by the actions, omissions or policies of any correspondents, government agencies, other financial institutions or third parties, including their failure to account for or pay over funds transfers or facilitate the payment or collection of any other Item, except where stated otherwise in this Contract or required by Applicable Law. We will not be liable to you for any delays or Losses or our failure to comply with the terms of this Contract when caused by events beyond our reasonable control, including legal constraint, interruption or failure of any transmission or communications facilities, war (declared or not), emergencies, labor disputes, fire, Acts of God, natural disasters, acts of terrorism, global pandemic, suspension of payments by another bank (including a Federal Reserve Bank), or your acts, omissions, negligence or fault.

You agree to indemnify and hold us harmless from any Losses related to your use or maintenance of an Account and any services provided to you under this Contract, including Losses and any and all costs and expenses of Bank (including, without limit, audit fees, court costs, legal expenses and reasonable attorneys' fees whether inside or outside counsel is used) arising from your breach of this Contract or Applicable Law, from your Account becoming involved in legal proceedings or disputes (whether or not suit is instituted, and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), or from us following your instructions or refusing to follow your instructions that we reasonably believe will create unreasonable risk or otherwise do not comply with Applicable Law or customary banking practices. You agree to reimburse and indemnify us for any Losses we incur related to Overdrafts or returned Items from your Account or due to any U.S. or foreign government entity seizing, freezing or otherwise seeking to control your Account or funds therein. This provision shall survive closure of the Account.

**9.11 Deadline for Actions.** Any legal action or arbitration demand against us for Losses ("Action" in this section) must be filed in the appropriate forum within one year from the date of the act or omission you allege caused such Losses, regardless of the date you discovered that act or omission. If a longer period to file an Action is required by Applicable Law, then the shortest period allowed will apply (e.g., if Texas law governs, any Action must be filed within two years and one day from the date of the act or omission). These deadlines are not subject to tolling or extension and are not affected by and are independent of your notice requirements in Section 1.10 (Error Reporting). You agree not to initiate any untimely Action and you agree to reimburse us for our reasonable attorney's fees and expenses if you do. All Actions must be filed in the State where your Account is considered located under Section 1.2 (Applicable Law).

**9.12 Waiver of Protest, Dishonor, Non-Payment.** To the maximum extent permitted by Applicable Law, you waive protest for and notice of the dishonor and/or nonpayment of any Items deposited. We will not release your liability as an endorser merely by obtaining verification of any check deposited or cashed.

**9.13 Section Titles.** Section titles in this Contract are for convenience only and are not to be construed as part of the Contract or as a limitation on the particular section to which they refer.

**9.14 Waiver; Conflicts; Severability.** If we waive or otherwise fail to enforce our rights on any occasion under this Contract, we may still insist on full enforcement in the future. If there is a conflict between a provision(s) of this Contract and statements of an employee of the Bank or of Comerica Incorporated, the terms of this Contract will control. Except as described in the Arbitration Agreement in Section 10.4 (Other Arbitration Terms), if any part of this Contract is determined to be unenforceable, invalid or illegal, it will no longer be considered part of this Contract but all other provisions will remain in full force and effect.

**9.15 Amounts Due Bank (Business Accounts Only).** You agree that, in our sole discretion, and limited only as required by Applicable Law, we may add to the outstanding balance of any loans (except for California and Arizona real estate secured loans) we have made to you, any amounts you owe us pursuant to this Contract, including but not limited to Service Charges and Overdrafts. Interest will accrue on such amounts at the rate provided in the underlying loan document, and such amounts will be secured by any collateral securing the remaining balance on the loan(s) we select.

**9.16 Deposit Insurance.** Your Accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Please note that deposits held in separate markets are not separately insured, but are combined to determine whether a depositor has exceeded the federal deposit insurance limit. For further information regarding insurance, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free customer hotline at 877.ASK.FDIC (877.275.3342), or visit its website at [www.fdic.gov](http://www.fdic.gov).

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example, as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of debit Cards), you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event the Bank fails. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at [www.fdic.gov/regulations/laws/rules/2f000-9200.html](http://www.fdic.gov/regulations/laws/rules/2f000-9200.html).

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the Bank fails. The guide sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. The guide also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the Bank fails. The relevant portion of the guide can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html). You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the Bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of the Bank's failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a hold or freeze may be placed on your Account so that the FDIC can conduct the deposit insurance determination. That hold or freeze will not be released until the FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Contract survives after the FDIC is appointed as our receiver, and as a result, the FDIC shall be entitled to enforce the terms of this section.

## Section 10. ARBITRATION AGREEMENT; CLASS ACTION WAIVER.

PLEASE READ THESE TERMS CAREFULLY:

**THE FOLLOWING PROVISIONS REQUIRE THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION.**

Arbitration is a dispute resolution process that does not involve the courts.

In arbitration, we both give up the rights to jury trials. In arbitration, disputes are resolved by one or more arbitrators instead of a judge or jury.

In arbitration, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action, and this means you will not have the right to participate in or be a representative plaintiff in a class, collective or representative action or similar proceedings.

Arbitration procedures are typically simpler and more efficient than court procedures.

### 10.1 Agreement To Arbitrate, Class Action Waiver, And Small Claims Cases.

By opening an Account, you agree to resolve disputes through binding arbitration. All arbitration proceedings under this Contract shall be administered by one of the administrators identified below pursuant to the Federal Arbitration Act (FAA), 9 U.S.C. §§1-16. To the extent that there is a conflict between this Section 10 (the "Arbitration Agreement") and a provision of any other agreement governing an Account, product or service between you and Bank, the provisions of this Arbitration Agreement shall govern to the extent of the conflict.

If a dispute arises, either you or we may, without the other's consent, elect to resolve the dispute through binding arbitration instead of through a court proceeding. Any dispute (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 you or we request it. This includes claims and disputes relating to any other Account or agreement you have or had in the past with us.

**What this means is that if either of us elects to arbitrate a dispute, neither of us shall have the right to file a lawsuit or litigate in court the dispute or to have a jury trial regarding the dispute. This also means that the procedures of arbitration will be those of the arbitration association selected by the party initiating the arbitration proceeding, which will generally limit discovery and appeal rights.**

**ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS REQUIRES YOU TO WAIVE YOUR RIGHTS TO FILE, PARTICIPATE IN OR ACT AS A CLASS REPRESENTATIVE IN CLASS ACTION LAWSUITS RELATED TO ANY DISPUTE BETWEEN US. THIS MEANS YOU CANNOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, LITIGATE IN COURT, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

### 10.2 Disputes Covered.

**What claims are subject to arbitration?** All claims, demands, disputes, disagreements, or controversies between you and us regarding any Account, product, or service that we offer, deliver, provide, or refuse to offer, deliver or provide to you (collectively, "Claims") are subject to binding arbitration. Claims include, without limitation: (a) matters based on contract or tort law (including intentional torts), fraud, statutory or regulatory provisions, or any other sources of law; (b) Claims brought as counterclaims, cross-claims, third party claims, interpleaders or otherwise; (c) Claims regarding not only your most recent Account but also disputes regarding all prior Accounts with us or any predecessor bank acquired by us; and (d) representative actions, such as a class action lawsuits, private attorney general actions or proceedings, and other representative actions, whether initiated by you or another party, including a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy, and whether brought by a private party or a governmental entity.

Please take note that all Claims are subject to binding arbitration, in an individual (non-class, non-representative) basis, for which the arbitrator may award relief only on an individual (non-class, non-representative) basis. Claims are subject to binding arbitration regardless of the basis of the Claim, or upon any legal principle that the Claim is based or the remedy that either of us has requested. Both of us agree that all questions regarding whether a dispute is a Claim subject to binding arbitration under this Contract shall be resolved by the arbitrator who is bound to interpret and apply this Arbitration Agreement in the broadest manner possible under the Federal Arbitration Act, 9 U.S.C. §§1-16 (the "FAA"). In addition, we both agree that, at any time, either of us may ask an appropriate court to compel arbitration of any Claim and to stay or dismiss any ongoing litigation of a Claim pending resolution of such Claim through binding arbitration.

**What claims are not subject to arbitration?** If you file a lawsuit or other proceeding in small claims court, this Arbitration Agreement will not apply and we will not ask an appropriate court to compel arbitration for such a lawsuit or other proceeding so long as the matter remains subject to the jurisdiction of the small claims court and is decided on an individual (non-class, non-representative basis) for which the judge or decider of the small claims case awards only individual (non-class, non-representative basis) relief. If these conditions are not met, we may ask a court to compel arbitration.

In addition, our collection of a credit obligation from you is not subject to this Arbitration Agreement, nor is our exercise of self-help remedies, including setoff rights, Account holds or freezes, or repossession. If we have assigned a debt you owe us to an unaffiliated third-party, such third-party will not initiate an arbitration proceeding to collect such debt from you unless you assert a Claim against us or our assignee.

**Jury Trial Waiver, Judicial Reference.** With respect to Claims or disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you and the Bank each waive all right to trial by jury to the maximum extent permitted by Applicable Law. You understand that without this jury trial waiver, your agreement to arbitrate all Claims, or your agreement to submit certain disputes for resolution by a judicial reference proceeding (as described below), you may have a right to a jury trial on such matters, but you nevertheless agree voluntarily to waive that right. You agree that you have brought this provision to the attention of your legal counsel or you have had the opportunity to do so.

If under the terms of this Contract, your Account is subject to California law, and if (i) neither you nor we elect to resolve a Claim through binding arbitration or (ii) a court fails or refuses to enforce our agreement to arbitrate, then any Claim regarding your Account and related services will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638, et seq. of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. This means that the dispute will be resolved by trial before a court-appointed referee and not by a jury trial.

### 10.3

#### The Binding Arbitration Process.

##### How do either of us start an arbitration proceeding?

The first thing that a party must do to start an arbitration proceeding is to select an arbitration administrator. Both of us agree to (i) use either the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services, Inc. ("JAMS") as the arbitration administration for all arbitrations pursuant to this Arbitration Agreement; and (ii) be bound by the applicable arbitration rules of the selected arbitration administration for the Claim.

Copies of the current rules of each of the agreed to arbitration administrators, as well as their respective forms and instructions for initiating arbitration, are available directly from such administrators. Their contact information is as follows:

AAA  
800.778.7879 (toll-free)  
Website: [www.adr.org](http://www.adr.org)



JAMS  
800.352.5267 (toll-free)  
Website: [www.jamsadr.com](http://www.jamsadr.com)

If both AAA and JAMS go out of business or are unable to administer the arbitration, and if we cannot agree on a substitute administrator and set of arbitration rules, in that event, either of us may request that a court appoint a substitute arbitrator and establish arbitration rules.

**Who pays the fees to file the arbitration and for the arbitrator's decision or ruling? What about other costs of the arbitration?**

We both agree that the party filing the arbitration pays the initial filing fee (if we file, we pay; if you file, you pay). If the rules of the arbitration administrator provide for a fee waiver and it is granted, then you will not have to pay the initial filing fee.

We agree that if you paid the initial filing fee and you prevail in the arbitration, we will reimburse you for that initial filing fee.

If under the rules of the arbitration administrator there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration administrator and any Applicable Law.

We both agree that with respect to all other costs related to the arbitration, including preparation costs, the parties will bear their own costs. This means that each party will bear the expense of the party's own attorneys, experts, and witnesses, and other expenses while preparing for and during arbitration proceedings. If the arbitrator determines that you are the prevailing party, however, you may request the arbitrator award you reasonable attorney fees and reasonable expenses.

**10.4 Other Arbitration Terms.**

The FAA and other Applicable Law will govern this Arbitration Agreement and, as necessary, the arbitration. Subject to Section 9.11 (Deadline for Actions), neither party will lose its rights under this Arbitration Agreement by delaying any action to enforce it. To further ensure that all Claims are subject to binding arbitration, we both agree that this Arbitration Agreement shall survive and endure beyond termination of, or any changes to, your Account, the Contract, or your business relationship with us. This Arbitration Agreement shall also survive the bankruptcy or reorganization of either of us, including the transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity to the extent allowed by controlling law. We may assign any or all of our rights and obligations under this Arbitration Agreement to a third party.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, or should any federal banking agency, exercising proper legal authority, determine that any portion of this Arbitration Agreement or promulgate any regulation causing any portion of this Arbitration Agreement to be unenforceable or contrary to such a regulation, the entire Arbitration Agreement shall be null and void. No portion of this Arbitration Agreement may be amended, severed or waived absent a written agreement between you and us.

A final award of the arbitrator is binding, may be subject to judicial review only as permitted by the FAA or other Applicable Law, and may be enforced in any court of an appropriate jurisdiction. For additional information regarding this Arbitration Agreement, please call us toll-free at the Customer Service telephone number shown on your Account or billing statement.

**SECTION 11. DEFINITIONS.**

*Account* refers to any Business or Personal Account.

*Annual Percentage Yield (APY)* is the amount of interest, expressed as a percentage rate, an Account would earn in a year at the stated interest rate and frequency of compounding.

*Applicable Law* means all applicable federal and state laws as further described in Section 1.2 (Applicable Law), including but not limited to the UCC, the Rules, and all sanctions and regulations administered by OFAC.

*Authorized Signer* means the Owner(s) of an Account and any other person(s) designated in our records, including the Signature Card, with authority to transact on the Account and conduct specified Account business.

*Available Balance* is the Ledger Balance in your Account plus any pending electronic credits, less (a) any pending electronic debits and Card transactions for which a merchant has obtained a payment authorization, and (b) any funds which are held, frozen, or subject to encumbrances.

*Bank* ("our," "us" and "we") means Comerica Bank.

*Brochure* refers to our Business Account Service Charge and Interest Information or our Personal Services and Charges brochures, whichever is applicable, as these may be amended from time to time.

*Business Account* refers to any Account listed in the Business Account Service Charge and Interest Information Brochure.

*Business Day* refers to any weekday, excluding Saturdays, Sundays and Federal legal holidays.

*Card* is any card that is designed to access an Account for the purpose of electronic funds transfer, including but not limited to a Comerica ATM Card +, Comerica Debit Card, Comerica Business ATM Card +, or Comerica Business Debit Card.

*CD or Certificate of Deposit* refers to any Account with respect to which you agree to maintain funds on deposit until a stated maturity date. While we may refer to these Accounts as CDs, they will not be evidenced by a certificate.

*Checking Account* is any Account identified as a Checking Account in the Brochure.

*Collected Balance* is the Ledger Balance less deposited items in the process of collection.

*Contract* refers to this Business and Personal Deposit Account Contract, which incorporates by reference the following, as applicable:

- Signature Card;
- Brochure;
- A Request for Taxpayer Identification Number or Certificate of Foreign Status;
- A copy of the Annual Percentage Yield Disclosure (for interest bearing Personal Accounts);
- A Declaration and Agreement for Opening and Maintaining Deposit Account(s) or other resolution/authorization we accept from you (for Business Accounts);
- For IRAs, a signed IRA Beneficiary Designation and Adoption Agreement, and the Disclosure Statement and Master Terms of Individual Retirement Custodial Accounts;
- For Coverdell Education Savings Accounts (ESAs), a signed ESA Beneficiary Designation and Adoption Agreement and the Disclosure Statement and Master Terms of a Coverdell Education Savings Custodial Account; and
- Any other written agreement(s) executed between us and you in relation to the Account.

*Credit Card* is your Comerica MasterCard® or Visa® credit card offered/provided by Elan Financial Services.

*ESA* is a Coverdell Education Savings Account (formally Education IRA) established pursuant to section 530 of the Internal Revenue Code.

*Interactive Voice Response or IVR* is a service that permits you to obtain Account information and to perform certain transactions by using a touch-tone telephone and a PAC.

*IRA* is an individual retirement Account established pursuant to Section 408(a) of the Internal Revenue Code.

*Item* means an order, instructions or authorization to credit or debit an Account, including but not limited to checks, drafts, withdrawals, electronic funds transfers, Card transactions, Service Charges, and other transactions debiting or crediting an Account.

*Ledger Balance* is the balance in your Account that reflects posted transactions, which include deposits, credits, withdrawals and other debits.

*Losses* means all losses, claims, damages, demands, liability, fees, fines, costs and expenses, including reasonable attorney's fees.

*Nacha* means the National Automated Clearing House Association, the organization that establishes standards, rules and procedures for ACH transactions.

*Non-Sufficient Funds (NSF)* (sometimes referred to as Insufficient Funds) refers to the circumstances in which we do not pay an Item because the Available Balance in your Account is less than the amount of the applicable Item.

*OFAC* means the Office of Foreign Assets Control of the U.S. Treasury Department.

*Overdraft* is a negative Available Balance in an Account that is created when we pay an Item that exceeds the Available Balance in the Account.

*Owner* means any of the persons or entities designated in our records as a legal owner of the Account.

*Personal Account* refers to Savings and Checking Accounts and CDs we offer primarily to individuals, trusts, estates, custodians, guardians, and conservators, and to CDs we offer as IRAs and ESAs.

*Personal Access Code* or PAC is used to verify your identity when accessing the Interactive Voice Response to perform certain transactions. A PAC is not the same as the PIN connected to your Card.

*Personal Identification Number* or PIN is the number selected by you or assigned by us for your Account or Card for security purposes.

*Rules* means any rule, regulation, order or agreement entered into by the Bank with any governing payment network or trade association, as enacted and/or amended from time to time, including, as applicable, the Federal Reserve, Nacha, card associations, clearinghouses, networks and other associations that provide clearing and settlement procedures for Items processed by the Bank under this Contract.

*Savings Account* is any Account described as a Savings Account or Money Market Account in the Brochure.

*Service Charges* are any fees or other amounts assessed in connection with your Account as described in the Brochure.

*Signature Card* is the document you may sign which designates the Account ownership, the Authorized Signer(s), and the Bank. The Signature Card may contain additional terms.

*Simulated Signatures* are mechanical, facsimile, machine, image, stamp or computer-generated signatures, including any legend, symbol or other mark produced using an automatic check writing service or through other electronic means.

*UCC* means the Uniform Commercial Code as enacted in the state of Texas.

*You or Your* means the Owner(s) of an Account and anyone else authorized to use the Account, including any Authorized Signer.



**FACTS****What Does Comerica Do With Your Personal Information?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us.

This information can include:

- Social Security number and employment information
- transaction or loss history and credit scores
- account balances and risk tolerance

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Comerica chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Comerica 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	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes (excludes private label credit card companies)
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We Don't Share

**To limit  
our sharing**

- Call toll free **866.517.1800** – our menu will prompt you through your choices or
- Visit us online: [comerica.com/privacyresponse](https://comerica.com/privacyresponse)

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call **800.266.3742** or go to [comerica.com](https://comerica.com)





## Who is providing this notice?

Comerica Bank, Comerica Bank & Trust, National Association, Comerica Securities, Inc., Comerica Insurance Services, Inc., Comerica Insurance Services of Texas Incorporated and Interstate Select Insurance Services, Inc.

## What we do

## How does Comerica protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

## How does Comerica collect my personal information?

We collect your personal information, for example, when you

- open an account or make deposits or withdrawals from your account
- apply for insurance or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

## Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.  
(See below for more on your rights under state law.)

## What happens when I limit sharing for an account I hold jointly with someone else?

Comerica does not limit sharing by account but rather by individual. Therefore, your choices will apply to all of your accounts with Comerica. Any joint account holder may make their own choices, or you can select on their behalf.

## Definitions

## Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial companies with a Comerica name and other financial companies such as Interstate Select Insurance Services, Inc.*

## Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Comerica does not share with nonaffiliates so they can market to you.*

## Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include merchant payment processors, credit card, insurance, stored value card and check printing companies.*

## Other important information

- **State law** – You may have other privacy protections under state laws; we will comply with all applicable state laws with regard to our information sharing practices.
- **California residents only** – California law specifies an alternative form for your privacy choices. You may either opt-out using the separate form titled "Important Privacy Choices for California Consumers" or the other options previously described in this notice.
- **New Mexico, North Dakota and Vermont residents only** – Per state law, we have automatically opted you out of the sharing of your information.

- **Contacting a bank regulator** – Comerica Bank is chartered under the laws of the State of Texas and by state law is subject to regulatory oversight by the Texas Department of Banking. Any consumer wishing to file a complaint against Comerica Bank should contact the Texas Department of Banking through one of the means indicated below:

**In Person or U.S. Mail:**  
Texas Department of Banking  
2601 North Lamar Boulevard  
Suite 300  
Austin, TX 78705-4294

**E-mail Address:**  
consumer.complaints@dob.texas.gov

**Telephone Number:**  
877.276.5554 (toll free)

**Fax Number:**  
512.475.1313

**Website Address:**  
www.dob.texas.gov

