



Wells Fargo Online®

## Wells Fargo SurePay — Accept Service Agreement

**En español.** Ver este contrato en español. Para aceptar estos términos, es necesario regresar a la versión en inglés de este contrato.

### Wells Fargo SurePay Service Addendum to Wells Fargo Online Access Agreement

Effective as of June 18, 2013

This Addendum ("Addendum") and the Wells Fargo Online Access Agreement ("OAA") contain the terms governing your use of the *Wells Fargo SurePay Service* (the "Transfer Service"). Wells Fargo SurePay may also be referred to as "WF SurePay." If we make changes to this Addendum, we will update the Addendum on the Website. We will notify you of changes following the procedures specified in the OAA. In the event of any inconsistency between this Addendum and the OAA, this Addendum will control.

**Please read this Addendum carefully. By agreeing to this Addendum or using the Transfer Service, you are agreeing to the terms of this Addendum and the OAA. This Addendum and the OAA include, among other things:**

- your agreement that each time you send money using the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- your agreement that if you request money from another person using the Transfer Service it will not be for an overdue or defaulted debt, court-ordered amounts such as alimony or child support, a gambling debt, or a debt owed to someone other than you;
- our obligations to you;
- your obligations as a user of the Transfer Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Transfer Service and to waive the right to a trial by jury;
- your waiver of class-action rights;
- limitations on our liability to you; and
- your mutual agreement with us that this Addendum will be governed by the laws of the State of South Dakota, without regard to conflict of law principles.

Your agreement to these terms is essential to our agreement to deliver the Transfer Service and our pricing of the Transfer Service.

Except as otherwise provided in this Addendum, terms defined in the OAA have the same meaning in this Addendum. In addition, in this Addendum:

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products and/or services, and U.S. stock exchange holidays for brokerage accounts.

"clearXchange" means clearXchange, LLC, a Delaware limited liability company.

"Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

"Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

"Member" means a person who is any one or more of the following:

- an individual or business enrolled in the Transfer Service through any Participating Financial Institution;
- an individual or business that is enrolled in the Transfer Service through clearXchange to receive funds at the Member's Financial Institution;
- an individual or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.

"Payment Account" is defined in Paragraph 3.B, below.

"Participating Financial Institution" means any financial institution which is participating in, or cooperating with, the Transfer Service. We are a Participating Financial Institution.

"Member's Financial Institution" means any financial institution, including a Participating Financial Institution, holding a Member's account that the Member has authorized to receive a transfer of funds as a result of a Transfer Transaction.

"Transfer Transaction" means a transaction initiated through the Transfer Service to:

- transfer funds out of your Funding Account to a Member,
- receive a transfer of funds into your Deposit Account from a Member,
- send a request to a Member asking the Member to transfer funds to you using the Transfer Service, and/or
- receive a request from a Member asking you to transfer funds to them using the Transfer Service.

#### 1. The Transfer Service

Your use of the Transfer Service will be subject to this Addendum and the OAA, and also to the following, which are considered part of this Addendum:

- the terms or instructions appearing on a screen when using the Transfer Service;
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Addendum and the OAA you may use the Transfer Service to engage in Transfer Transactions with other persons who are Members.

**The Transfer Service is an Online Financial Service under the OAA. You agree that you are enrolling as a Member of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered into for lawful purposes. You will not use the Transfer Service to pay taxes or other amounts owed to government entities. You will not use the Transfer Service to pay court-ordered amounts such as alimony or child support.**

**You also agree that when you request money from a Member via the Transfer Service it will never be for:**

- payment or collection of an overdue or defaulted debt,

- court-ordered amounts such as alimony or child support,
- a gambling debt, or
- an amount owed to someone other than you.

In order to use the Transfer Service you must have a Funding Account and a Deposit Account. The Funding Account and the Deposit Account may be the same account. In order to receive fund transfers into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account, unless we elect in our discretion to fund the transfer in whole or in part by overdrawing the Funding Account, as described in detail below.

We may, from time to time, introduce new features to the Transfer Service. When this happens we will update our Website to include them.

## 2. Use of telephone calls, emails and text messages

### A. Sending emails and text messages on your instructions

Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

- Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.
- These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.
- Text messages sent to a Member may result in fees being charged to the Member by the Member's telecom service provider.

### B. Communicating with you

You agree that we, and other Participating Financial Institutions, may from time to time make telephone calls and send emails and text messages to you in order to:

- notify you of Transfer Transactions,
- service your accounts,
- collect any amount you may owe, or
- discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send text messages to you at any email address or telephone number you have provided to:

- us,
- any other Participating Financial Institution,
- clearXchange, or
- a Member.

You represent and warrant to us that you are entitled to use and control each email address and telephone number you have provided to any of these persons for use with the Transfer Service.

The telephone number we may use to call you and send text messages include mobile/cellular telephone numbers that could result in charges to you. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

### C. Declining to use an email address or telephone number

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

## 3. Fees you will pay and mode of payment

### A. Fees for the Transfer Service

Fees may apply to your use of the Transfer Service. Any fee you will be charged will be disclosed before you initiate a Transfer Transaction subject to the fee. Depending on the types of accounts and services you keep with us, fees may be waived.

We may change the fees that apply to the Transfer Service, and the circumstances under which the fees may be waived, at any time for any reason. We will give you reasonable notice of such change as required by law. From time to time, we may add or modify the Transfer Service and we may charge you additional or different fees in consideration for providing the new or modified Transfer Service to you.

You understand and agree that we may from time to time impose additional charges in connection with your Transfer Transactions. We will notify you of such fee in advance of the Transfer Transaction as required by law. If you choose to proceed with the transaction, you authorize us to debit your account in the amount indicated.

### B. Mode of payment

You agree to designate a deposit account at Wells Fargo from which fees for the Transfer Service will be paid (your "Payment Account"). If no specific account has been designated, you agree that we may treat any Funding Account that is also a deposit account as your Payment Account, in our discretion. You authorize us to collect the fees from your Payment Account. If you close your current Payment Account, you must notify us and designate a new Wells Fargo deposit account that will be your Payment Account.

## 4. Accessing your Funding Account; terminating access

### A. Gaining access

You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Transfer Transactions.

To access the Transfer Service you must have a username, a password, and the required hardware and software as described on the Website. You must also comply with any other security procedures and policies we may establish from time to time as provided in the OAA.

Subject to the terms of this Addendum, you will generally be able to access the Transfer Service seven days a week, 24 hours a day. At certain times, the Transfer Service may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us. We are not responsible for any costs or losses incurred from Transfer Transactions that are not permitted under such restrictions by a non-Wells Fargo financial institution or those imposed by applicable law. Excess activity fees may apply if you exceed federally mandated transaction limits for savings accounts. For more information, please refer to your account agreement.

**B. Terminating access**

In the event you violate any terms of this Addendum or the OAA, or in the event there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member.

Until such time as you enter into a replacement, updated, or revised agreement with us, this Addendum will continue to govern any Transfer Transactions to which you are a party.

**5. Privacy; authorization to use information; obligation to update contact information****A. Commitment to privacy**

We are committed to protecting your privacy. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Transfer Service will be governed by the Wells Fargo Privacy Policy, including our privacy policy for online and mobile services, the receipt of which you acknowledge.

**B. Use of personal information to identify you and process Transfer Transactions**

**You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.**

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then

**you are also authorizing all Participating Financial Institutions and clearXchange to associate that email address or telephone number with you and with your Funding and Deposit Accounts.**

**You agree that we may provide information about you to:**

- any Member you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Member's Financial Institution, clearXchange, or any other person, engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

**The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our Privacy Policy which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.**

**C. Additional provisions concerning use of information**

You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Members to whom you send funds or from whom you receive funds, using the Transfer Service,
- clearXchange,
- Member's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

We may accept and act on any legal process that we reasonably believe is valid, whether served in person, by mail, or by electronic notification, at any of our locations. "Legal process" includes, but is not limited to, a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Funding Account, the Transfer Service, and your Transfer Transactions. We will not notify you of a grand jury subpoena affecting you or your Funding Account. Any fees or expenses (including attorney's fees and expenses) we incur in responding to any such legal process may be charged against any account you maintain with us. You understand that we may provide copies of electronic records in your Funding Account and our audit logs in response to legal process.

**D. Changes to email addresses and telephone numbers**

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated:

- at your request;
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is

associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

## 6. Power of attorney; limitation on liability

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of Wells Fargo and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WELLS FARGO IS EFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WELLS FARGO IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Wells Fargo, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND TO YOU OR TO YOUR THIRD PARTY RECIPIENTS OF TRANSFER FUNDS INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-WELLS FARGO FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON-WELLS FARGO FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US.

## 7. Your fund transfers to other Members

### A. Types of fund transfers

We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

- all Transfer Transactions you initiate are: for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction, and
- you are authorized by the receiving Member to make funds transfers to the Member's account at the Member's Financial institution.

### B. Frequency of Transfer Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Wells Fargo.

### C. Dollar amount of Transfer Transactions

You may not make transfers in excess of limits described in the online Transfer Service. We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. For example, in the event that your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. Your transfer limits may vary from those of other Members, depending upon criteria we establish from time to time.

### D. Transfer Transactions subject to the rules of the Funding Account

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules.

### E. Transfer Transaction descriptions

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

### F. Failure or rejection of Transfer Transactions

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll in or register with the Transfer Service; or,
- the receiving Member does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we will notify you to contact your intended recipient to learn more.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or customers of that institution.

You represent and warrant to us that you have enough money in your Funding Account to make any fund transfer you request that we make on your behalf through the Transfer Service. We may, at our option, pay or refuse to process a fund transfer if it would create an overdraft on your Funding Account, without regard to whether we may have previously established a pattern of honoring or dishonoring overdrafts. We have the right, without prior notice to you, take one of following actions if we receive a transfer request against your Funding Account and there are insufficient available funds in your Funding Account to cover the payment:

- cover the transfer in accordance with the terms of any written overdraft protection plan that you and we have established,
- cover the transfer and create an overdraft to your Account, or
- decline the transfer.

You agree to pay our fee, which may vary depending on the action we take. Any negative balance on your account is immediately due and payable, unless we agree otherwise in writing, and you agree to reimburse us for the costs and expenses (including attorney fees and expenses) we incur in recovering the negative balance (including overdraft and associated fees).

### G. Authorization for fund transfer and suspense of funds

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

You also agree that the Member's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either:

- not yet enrolled in the Transfer Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each funds transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. **You understand and agree that we have no control over whether or not the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them.**

We will make all reasonable efforts to process your transfer requests timely; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. Any interest earned on such funds will remain the property of Wells Fargo.

You authorize us to act as your agent in receiving and processing any return of funds or Notification of Change received through the Automated Clearing House system.

### H. No right to cancel or stop a Transfer Transaction

Transfer Transactions that are in process cannot be cancelled or stopped. **You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a Transfer Transaction.**

## 8. Processing payments by other Members to you; refunding payments and payment disputes

### A. Payments to you from other Members

You authorize other Members to transfer funds to you as part of the Transfer Service. Each Member's use of the Transfer Service is governed by the terms of the Member's agreement with its Participating Financial Institution.

Fund transfers we receive from a Member on your behalf will be credited to your Deposit Account within one business day after we receive good funds. All payments received are subject to the rules and regulations governing your Deposit Account.

You also agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:

- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.

We may return all or part of any Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either:

- we are unable, based on criteria we establish in our sole discretion, to establish that you are the intended recipient of the Transfer Transaction,
- you do not register with the Transfer Service the specific email address or telephone number the sending Member has provided to us for you,
- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the Transfer Service Participant sending the funds has exceeded any of the sending limits established by the sender's financial institution for Transfer Transactions,
- you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions,
- we are advised that either the Participating Financial Institution, the Member initiating the Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized, or
- you do not identify a Deposit Account within a reasonable time, not to exceed 14 calendar days, after you are sent notice of a pending Transfer Transaction.

### B. Refunding payments made to you by Members

In many cases the payment you receive will not be final for a minimum of 60 days after the date you receive the payment. Until the payment is final, the paying Member may seek to recover the payment.

**You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Funding Account which is later reversed for any reason, whether that reason is valid or not. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member from whom you receive money through a Transfer Transaction.**

### C. Discharge of obligations

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

## 9. Requesting money from another Member and receiving a request for money

### A. Requesting money

We may, at our option, offer you the ability to send a request for money to another Member. You understand and agree that:

- All requests for money must be delivered to an email address. Requests for money will not be delivered to a mobile telephone number as an SMS text message. If you send a request to a Member identified by a mobile phone number, and we have a current email address for that customer, we may, in our sole discretion, attempt to deliver your request to their email address.
- We make no representation or warranty that your request for money will be received by the intended Member or that the Member will act on your request. We have no obligation to advise you on whether or not the request has been received. We have no obligation to advise you if you send a request to a Member identified by a mobile telephone number, and we do not have a current email address for the Member.
- **You will not request money through the Transfer Service for payment or collection of an overdue or defaulted debt, a court-ordered amount such as alimony or child support, a gambling debt or for an amount owed to someone other than you.**

- **You will not make or repeat a request for money to a Member after you have received notice from any person that either:**
  - the Member does not wish to receive a request for money from you, or
  - the Member disputes or disclaims the obligation for which the request is made.
- We may, in our sole discretion, accept instructions from any Member or from another Participating Financial Institution to block your attempts to use the Transfer Service to send a request for money to a Member or to customers of that institution.

## B. Receiving a request for money

We may, at our option, offer other Members the ability to send you a request for money. You have no obligation to respond to the request, either through the Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Members that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Members.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guaranty that you will receive requests addressed to you through the Transfer Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Members or generally, unless you terminate your enrollment in the Transfer Service.

## 10. Electronic Fund Transfer Provisions applicable to consumers

### A. Applicability

The provisions in this Section 10 apply only to electronic fund transfers that debit or credit a consumer's checking, savings, or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). The terms and conditions applicable to EFTs that debit or credit a brokerage account are set forth in your brokerage account agreement, and not in this Addendum. Wells Fargo may, when applicable, rely on any exceptions to the provisions in this Section 10 that are contained in Regulation E. All terms not otherwise defined in this Addendum which are defined in Regulation E will have the same meaning when used in this Section 10.

### B. Your liability for unauthorized EFTs

Tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT 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).

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you tell us within two Business Days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
- If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
- Also, if your periodic statement shows transfers that you did not make, including those made by using your password, tell us at once. If you do not tell us within 60 days after the statement was made available or transmitted 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 your money if you had told us on 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.

You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing at:

- 1-800-956-4442, 24 hours a day, 7 days a week.
- Wells Fargo Bank, P.O. Box 4132, Concord, CA 94518-4917

You can send an email to Wells Fargo Online Customer Service by filling out the appropriate email form accessible after signing on with your password to a secure session. For questions or errors about online funds transfers, you should use the "Transfer and deposits questions" email form.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### C. In case of errors or questions about your EFTs

In case of errors or questions about your EFT, telephone us at Wells Fargo Online Customer Service at 1-800-956-4442 or the number listed on the statement for your account, or write us at: Wells Fargo Bank, P.O. Box 4132, Concord, CA 94518-4917 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount 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 or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three 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 the investigation.

### D. Documentation

You have the right to find out whether an EFT was credited or debited to your Wells Fargo account. Please contact the Wells Fargo Phone Bank at the number listed on your statement for your Wells Fargo Account. We will send you a monthly statement if there is an EFT in a particular month. Otherwise, we will send you a statement at least quarterly. You may also access a history of all fund transfers completed or pending at any time by viewing your account activity or statements.

### E. Our liability to you

If we do not complete a Transfer Transaction to, or initiate a Transfer Transaction from your account within any time frames, or in the correct amount, all in accordance with our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your Funding Account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the system supporting the Transfer Service was not working properly and you knew about the breakdown when you started the transfer;
- if the Transfer Transaction is delayed or cancelled for any of the reasons described in other Sections of this Agreement;
- if circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the OAA or this Addendum.

### 11. Transfer Transaction history

Your Transfer Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

### 12. Suspension and reinstatement of Transfer Service

In the event that we at any time incur a problem with your use of the Transfer Service, including, without limitation, a failure in attempting to debit any of your accounts or to collect with respect to any of your fund transfers as described above, and without limiting any other right or remedy that we may have under this Addendum or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Wells Fargo from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at 1-800-956-4442. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Transfer Service, we may in our sole discretion thereafter restore your ability to complete transfers subject to such higher limits as may then be in effect (see Section 5.3, Dollar Amount of Transfer Transactions, above).

### 13. Application of this Agreement after reinstatement

In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Transfer Service.

### 14. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### 15. Export control and international use

The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Transfer Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Transfer Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. Wells Fargo does not make any representation that any content or use of the Transfer Service is appropriate or available for use in locations outside of the United States. Accessing the Transfer Service from locations where its contents or use is illegal is prohibited by Wells Fargo. Those choosing to access the Transfer Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.



© 1995 – 2016 Wells Fargo. All rights reserved.