

**Direct Deposit Advance[®] Service Agreement
and Product Guide**

**Important legal
information, disclosures,
and terms you need
to know**

Effective April 1, 2013

Together we'll go far



The Direct Deposit Advance service is currently not available in all states. For more information, please call Wells Fargo Phone BankSM at 1-800-TO-WELLS (1-800-869-3557).

IMPORTANT NOTE: THE ENGLISH LANGUAGE VERSION OF THE DIRECT DEPOSIT ADVANCE SERVICE AGREEMENT SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF YOU AND WELLS FARGO BANK, N.A.

For the complete Direct Deposit Advance Service Agreement and Product Guide and any amendments thereto in Chinese, Korean, Spanish, Tagalog or Vietnamese, please visit the Wells Fargo Bank store location nearest you or go to wellsfargo.com/checking/direct-deposit-advance and select the Direct Deposit Advance Service Agreement and Product Guide in the language of your preference. The Direct Deposit Advance Service Agreement and Product Guide is available in alternate accessible formats. Please contact us at 1-800-TO-WELLS (1-800-869-3557) or visit a Wells Fargo store location.

如需《直接存款預支服務(Direct Deposit Advance)協議和產品指南》的完整並且更新的中文、韓文、西班牙文、菲律賓文、或越南文版本，包括此附加部份，請到就近的富國銀行分行，或訪問wellsfargo.com/checking/dda網站，以您要閱讀的語言來選閱《直接存款預支服務協議和產品指南》。

이번에 추가한 사항을 포함한 최신 자동입금대출 (Direct Deposit Advance) 서비스 약정서 및 상품 안내 사항의 중국어판, 한글판, 스페인어판, 필리핀 타갈로그어판 또는 베트남어판은 가장 가까운 Wells Fargo 지점을 방문하시거나, wellsfargo.com/checking/dda로 가서서 귀하가 원하시는 언어로 쓰여있는 자동입금대출 (Direct Deposit Advance)서비스 약정서 및 상품 안내사항을 선택하십시오.

Para obtener la Guía del Producto y Contrato del Servicio Direct Deposit Advance completo, incluyendo esta adición, en chino, coreano, español, tagalo o vietnamita, visite la sucursal de Wells Fargo Bank más cercana o ingrese a wellsfargo.com/checking/dda y seleccione la Guía del Producto y Contrato del Servicio Direct Deposit Advance en el idioma de su preferencia.

Para sa kumpletong Kasunduan sa Serbisyo ng Direktang Deposito (Direct Deposit Advance) na Pautang at Patnubay sa Produkto kasama ang mga dagdag na mababasa sa mga wikang Intsik, Koreano, Kastila, Tagalog o Vietnamese, bumisita sa sangay o tanggapan ng Wells Fargo Bank na pinakamalapit sa inyo o magtungo sa website na wellsfargo.com/checking/dda at piliin ang Kasunduan sa Serbisyo ng Direktang Deposito na Pautang at Patnubay sa Produkto na nakasulat sa wikang nais ninyo.

Để lấy bản Hợp đồng Dịch Vụ Direct Deposit Advance và Cẩm Nang Hướng Dẫn về Sản Phẩm đầy đủ và cập nhật, bằng tiếng Hoa, Đại hàn, Tây ban nha, Tagalog hoặc tiếng Việt, xin tới tiệm có Wells Fargo Bank nơi gần nhất hoặc tới trang mạng điện toán wellsfargo.com/checking/dda và chọn bản Hợp đồng Dịch Vụ Direct Deposit Advance và Cẩm Nang Hướng Dẫn về Sản Phẩm bằng ngôn ngữ mà quý vị muốn đọc.

Important: Please review the Direct Deposit Advance® Service Agreement - Terms and Conditions beginning on page 14 of this document. The information below does not contain all the terms governing this *service* and does not replace the Service Agreement. Please read this entire brochure, including the Service Agreement, carefully so you can make an informed decision.

Defined terms

In this product guide, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this section.

Service

The Direct Deposit Advance service.

Qualified deposit

A *qualified deposit* is used to determine your credit limit and eligibility for the *service*. It is **any** deposit of \$200 or more that is electronically deposited directly into your consumer checking account by your employer or an outside agency. The following electronic deposits are also *qualified deposits*:

- Other benefit-related income,
- Tax refunds,
- Cash on Demand® transfers, and
- Electronic transfers from accounts at other financial institutions

Deposits made through transfers between Wells Fargo accounts, at a Wells Fargo branch, or at an ATM are excluded.

Qualified consumer checking account

Any consumer checking account that receives a *qualified deposit* except if the account is linked to a Wells Fargo PMA® Package or is one of the account types below.

Excluded account types: PMA Prime Checking, PMA Premier Checking, PMA Money Market Checking, PMA Checking, PMA Investment, Opportunity Checking®, Teen CheckingSM, Money Market Checking, Youth Cash Card Account, Cash Card Account, Federal Payment Account, International Remittance Account, Private Banking Checking, Private Banking Interest Checking, and accounts held by a minor and accounts with a representative payee.

Good standing

A consumer checking account is considered in *good standing* if the funds in the account are managed appropriately and the account is not frozen, under legal process/restraints, in collections, or has a bankruptcy status.

Linked consumer checking account

The *qualified consumer checking account* which receives your *qualified deposit(s)* and to which your advances will be deposited.

Qualified repayment deposit

A *qualified repayment deposit* is used to repay your outstanding advance(s) and advance fee(s). It is **any** deposit of \$100 or more that is electronically deposited directly into your consumer checking account by your employer or an outside agency. The following electronic deposits are also *qualified repayment deposits*:

- Other benefit-related income,
- Tax refunds,
- Cash on Demand® transfers, and
- Electronic transfers from accounts at other financial institutions

Deposits made through transfers between Wells Fargo accounts, at a Wells Fargo branch, or at an ATM are excluded.

Daily expenses buffer

A term used in describing how an outstanding advance will be repaid. The first \$100 of your *qualified repayment deposit* will not be used for repayment. If the remainder of each *qualified repayment deposit* is at least \$20, a repayment will be made.

Automatic repayment

A term used to indicate when a *linked consumer checking account* is automatically debited. This occurs only when an outstanding advance and associated advance fee has not been repaid in full by the 35th calendar day after the advance.

Guide to Direct Deposit Advance Service

As a Wells Fargo consumer checking customer, you may qualify for a line of credit up to \$500 that can be deposited automatically into your *qualified consumer checking account* for a cash advance. If you choose to use the *service*, the funds borrowed are automatically deposited into your *linked consumer checking account*. You can then use the funds just as you would any funds in your checking account - as long as your account has a positive balance. The *service* can help get you through a financial emergency by providing advance access to your next *qualified deposit*.

Please note: This is an expensive form of credit. The *service* is designed to help our customers meet their short-term borrowing needs. Appropriate emergencies might be a car repair, medical care for you or your family, or travel expenses in connection with your job. This *service* is not intended to provide a solution for longer-term financial needs. Alternative forms of credit may be less expensive and more suitable to your long-term financial needs. Alternative sources you could consider include: a credit card cash advance; personal loans; home equity line of credit; using existing savings; or borrowing from a relative.

Use advances wisely

- The Direct Deposit Advance service may be helpful if you are experiencing a financial emergency and need money on a short-term basis.
- This *service* is expensive and must be repaid quickly. You will be charged an **advance fee** of \$1.50 for each \$20 borrowed.
- **Advances are intended to assist with short-term cash needs and are not recommended as a solution for your long-term financial needs.**

Talk to your Wells Fargo banker for more details and to see if you may qualify for another type of credit that may be less expensive and more suitable to your credit needs.

If you decide to use this *service*, borrow only as much as you can afford to pay back with your next *qualified repayment deposit* within the foreseeable future. Remember, the amount advanced, plus the advance fee, will be deducted automatically from each incoming *qualified repayment deposit*.

Qualification criteria and credit limit

You qualify when your paycheck or any other *qualified deposit* is electronically deposited to your *qualified consumer checking account* and your account is in *good standing* at the time the account statement cycles. Once your account becomes eligible, your available credit limit will be shown in the Direct Deposit Advance section of your *qualified consumer checking account* statement. Review this section at each statement period as your credit limit is subject to change.

Your credit limit is based on your average *qualified deposit(s)*, which is the total *qualified deposit(s)* divided by the number of *qualified deposit(s)* received in a statement period. Half (50%) of that number is rounded up to the nearest \$20, or a maximum of \$500, whichever is less.

Cost of an advance

For every \$20 you borrow, you will be charged an **advance fee** of \$1.50 regardless of how long the advance remains unpaid.

Accessing the line of credit for short-term needs

- Call the Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557) and follow the prompts to take an advance or speak with a phone banker.
- Go to wells Fargo.com, access your checking account and select "Request Direct Deposit Advance" service from the account services menu.

In each case, the advance is automatically deposited into your *linked consumer checking account*. Advances, advance fees, and repayments are shown on your monthly *linked consumer checking account* statement.

The Direct Deposit Advance service is intended to meet short-term emergency cash needs. It is not recommended as a long-term borrowing solution. You can use the *service* for only six statement periods (months) in a row. When you use the *service* for six statement periods in a row, you must take a required break. You will either be automatically placed in the Payment Plan in which no advances can be taken and repay your outstanding balance in smaller payments, or you will take a one statement period break. After the break, you will be able to use the *service* again if all other eligibility requirements are met.

Repaying your advance

There are two standard methods for repaying an advance: Automatic Deduction and Payment by Mail. The Automatic Deduction repayment method will be in place once your account becomes eligible for the *service*.

If your repayment method is Automatic Deduction, the full amount of any outstanding advance and advance fee must be repaid within 35 days of the advance date. We will not use the first \$100 of your *qualified repayment deposit* for repayment; if the remainder of each *qualified repayment deposit* is at least \$20, we will take repayment (referred to as *daily expenses buffer*). Any outstanding balance and advance fees will be automatically deducted from **each** *qualified repayment deposit*. This may include electronic deposits from your employer, an outside agency, electronic deposits of other benefit related income, tax refunds, Cash on Demand® transfers, or electronic transfers from accounts at other financial institutions. Deposits made through transfers between Wells Fargo accounts, at a Wells Fargo branch, or at the ATM are excluded. While each advance must be repaid within 35 days, your advance may be repaid much sooner depending on the timing of your next *qualified repayment deposit*.

An optional feature with the Automatic Deduction repayment method that is available at no additional cost is Payment Plan. If your account meets the eligibility requirements to qualify for this plan, it allows you to automatically repay your outstanding advance balance in \$100 increments when each *qualified repayment deposit* is received – instead of full repayment with each *qualified repayment deposit*. This feature allows for a longer repayment period in smaller payment amounts. It is important to note, if you are on the Payment Plan, your account will **not** have access to the *service*. After your final payment is made, the *service* will **not** be immediately available. You will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met.

Payment by Mail is the other repayment method and requires a \$25 non-refundable set-up fee. This repayment method allows you to repay the outstanding advance balance in **full** by mailing in a check, cashier's check or money order by the payment due date indicated in your monthly checking account statement that you receive via mail or online. You may also make a payment by calling Wells Fargo Phone Bank at 1-800-869-3557 and transferring available funds from the *linked consumer checking account*. If **full** payment has not been received on or before the payment due date, your account will incur a late fee of \$35 and you will not have access to the *service* until **full** payment, including the late fee, has been made and processed.

Regardless of your repayment method, you can make an Early Payment toward your outstanding balance at anytime by calling Wells Fargo Phone Bank at 1-800-869-3557. Early Payments may only be made via phone transfer from your *linked consumer checking account* prior to the due date.

You may request the Payment Plan or Payment by Mail repayment method by calling Wells Fargo Phone Bank.

For additional information and examples regarding repaying an advance and how an advance is repaid under the various repayment methods, read the answers to “What choices do I have to repay my advance?” and “How is my advance repaid?” in the following section entitled “Answers to frequently asked questions.”

See the Service Agreement - Terms and Conditions for complete details on terms, fees and repayment on page 14 of this document.

Answers to frequently asked questions

How do I know how much I can advance?

Your credit limit is based on your average *qualified deposit(s)*, which is the total *qualified deposit(s)* divided by the number of *qualified deposit(s)* received in a statement period. Half (50%) of that number is rounded up to the nearest \$20, or a maximum of \$500, whichever is less. Once your account becomes eligible for the *service*, your available credit limit will be communicated in the Direct Deposit Advance section of your *qualified consumer checking account* statement. Like other open-end line of credit accounts, as you take advances, your available limit is decreased; when the advances are repaid, your available credit limit is restored.

How is the fee calculated?

The **advance fee** is a one-time transaction charge and is not dependent on the length of time the advance is outstanding. The **advance fee** is \$1.50 for every \$20 that is borrowed. For example, a \$100 advance would cost \$7.50 in **advance fees**.

How does the cost of the Direct Deposit Advance service compare to other lines of credit?

The Direct Deposit Advance service is an expensive form of credit. A cash advance under another form of revolving credit, such as a credit card, is typically less expensive than this *service*, if the cash advance is repaid promptly. However, if you have no other credit available to you, and you face an immediate, short-term need for funds, the Direct Deposit Advance service may help you through that situation. We do not recommend regular, repeated use of the Direct Deposit Advance service. If you find yourself in that situation, we encourage you to seek credit counseling (many agencies can be found in your local telephone book) and explore other credit options. **Other lower-cost forms of credit may be available, talk to your banker to see if you may qualify for another type of credit that may be less expensive.**

As an example of a cost comparison, suppose you had an available balance of \$0 in your checking account. You have an outstanding check of \$200 and an automatic utility bill payment of \$100 due. Depending on the options available to you, and which option you choose, the cost to borrow that \$300 could vary greatly.

The chart illustrates the cost of borrowing \$300 depending upon which type of credit is used and assuming **full** repayment of the credit in 30 days. For personal lines of credit and credit cards, this means paying your full outstanding balance, not the minimum payment, and assumes no other balances on the line of credit or credit card account.

Option	Assumptions¹	Total cost to borrow \$300 for 30 days
Personal line of credit	13% APR	\$3.79
Credit card	20% APR, 4% cash advance fee	\$17.83
Direct Deposit Advance	Advance fee: \$1.50 per \$20	\$22.50 ²
Overdraft fees	2 overdraft items: \$35 per item	\$70.00

¹ Based on industry averages, no guarantee of availability.

² Full payment made after 30 days from one *qualified repayment deposit*.

What choices do I have to repay my advance?

The Bank offers two standard methods of repayment of an advance and the related advance fee - Automatic Deduction or Payment by Mail. Your repayment method will be set to Automatic Deduction unless you call Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557) and request Payment by Mail.

Automatic Deduction – When each *qualified repayment deposit* is made into your *linked consumer checking account*, an automatic repayment of your outstanding advance and advance fee will be made. Each *qualified repayment deposit* is subject to the *daily expenses buffer*. For example, if you receive your electronically deposited paycheck every two weeks and have no other *qualified repayment deposit*, the outstanding advance and advance fee will be repaid on the same day the Bank receives your next paycheck that is electronically deposited after you took the advance, even if you took the advance only one or two days before your paycheck was deposited.

Payment Plan (No additional cost, optional feature with the Automatic Deduction repayment method) - If you have been using the *service* and your current repayment method is Automatic Deduction where your payments are automatically deducted from each *qualified repayment deposit*, you may be eligible to choose this plan to repay your outstanding advance balance. Outstanding advances and advance fees will be automatically repaid in \$100 increments when each *qualified repayment deposit* is received – instead of full repayment with each *qualified repayment deposit*. This plan allows for a longer repayment period in smaller payment amounts. If your account is using the Payment Plan, the *daily expenses buffer* does not apply.

To qualify for the Payment Plan, the following eligibility requirements must be met:

- Account must currently be using the Automatic Deduction repayment method;
- Account must have completed at least 3 consecutive statement periods of use;
- Outstanding balance must be at least \$300 or more, not including advance fee(s)

If you are on the Payment Plan, your account will **not** have access to the *service*. After your final payment is made, the *service* will **not** be immediately available; you will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met. You must call the Wells Fargo Phone Bank **each** time to request the Payment Plan feature.

Please note, your account will be automatically placed in Payment Plan if you've used the *service* for six statement periods in a row and have an outstanding balance. This will allow you to repay your balance in smaller payments while you take a break from using the *service*.

Payment by Mail - This is the other repayment method and requires a non-refundable \$25 set-up fee. Advances can only be completed by calling Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557). Advances cannot be completed online if you select this repayment method.

You will receive a periodic billing statement included with your monthly checking account statement that you receive via mail or online that will state the "total payment due" and the due date. The entire amount indicated on the billing statement must be paid in full by mailing a check, cashier's check or money order by the payment due date to the address indicated on your periodic billing statement. Such payments will have a 5-business day processing period before you will have access to your available credit limit the next day, if all other eligibility requirements are met. You may also make a payment by calling Wells Fargo Phone Bank and transferring available funds from the *linked consumer checking account*. For payments made through the Wells Fargo Phone Bank, you will have access to your available credit limit the day after the transfer

payment, if all other eligibility requirements are met. If **full** payment has not been received on or before the payment due date, your account will incur a late fee of \$35. You will not have access to the advance *service* until **full** payment, including the late fee, has been made and processed, if all other eligibility requirements are met.

Early Payment - Regardless of your repayment method, you can make an Early Payment toward your outstanding balance at anytime by calling Wells Fargo Phone Bank at 1-800-869-3557. Early Payments may only be made via phone transfer from your *linked consumer checking account* prior to the due date.

How is my advance repaid if using Automatic Deduction?

When any *qualified repayment deposit* is received an automatic repayment of your outstanding advance and advance fee will be made. We will not use the first \$100 from each *qualified repayment deposit* for the repayment of an advance. If the remainder of the *qualified repayment deposit* is \$20 or greater, a repayment will be made. This is referred to as the *daily expenses buffer* and ensures that you always have some of your deposit to use for other expenses.

Any *qualified repayment deposit* is considered for repayment. This may include electronic deposits from your employer, an outside agency, electronic deposits of other benefit-related income, tax refunds, Cash on Demand® transfers, or electronic transfers from accounts at other financial institutions. For example, if you receive your paycheck every two weeks, an outstanding advance and advance fee will be repaid on the same day the Bank receives the next paycheck that is electronically deposited after you took the advance, even if you took the advance only one day before your paycheck was deposited.

What if my direct deposit is not enough to cover the full amount owed?

If your incoming *qualified repayment deposit* is not sufficient to repay the full outstanding advance and advance fee, a partial repayment will be made. The Bank will take repayment of the remaining unpaid balance from each *qualified repayment deposit* until the advance and advance fee are repaid in full. For example, assume you receive a *qualified payment deposit* of \$250 each week and have a total outstanding balance of \$172 (\$160 advance and a \$12 advance fee). After taking into account the *daily expenses buffer*, the Bank will deduct \$12 for the outstanding advance fee and \$138 advance repayment, leaving a remaining balance of \$22. This remaining balance will be repaid from the next *qualified repayment deposit*. However, if any advance or advance fee is not repaid in full within 35 days from the date of the advance, the Bank will automatically debit your *linked consumer checking account* for the necessary amount (see "When does my advance need to be repaid?" below).

How is my advance repaid if using the Payment Plan feature?

Payment Plan payments (including the advance fee in the first payment) will be automatically deducted from **each** *qualified repayment deposit* in the amount of \$100 or the remaining outstanding advance balance, whichever is less. The *daily expenses buffer* does not apply if using the Payment Plan. If any advance or advance fee is not repaid in full within 35 days from the date of the advance, or after 35 days since the date of the last \$100 payment, the Bank will automatically debit your *linked consumer checking account* for the necessary amount (see "When does my advance need to be repaid?" below).

It is important to note that requesting the Payment Plan only changes the amount of a repayment, **not** the timing of repayment, which still depends on receiving a *qualified repayment deposit* at least every 35 days. If you do not receive a *qualified repayment deposit* within 35 days from the advance date, an *automatic repayment* for the **full** amount outstanding will take place. For instance, if you have an outstanding advance amount of \$300 that must be repaid no later than the 15th of the month (35 days from

the advance date), and you request the Payment Plan on the 10th; you must still receive a *qualified repayment deposit* by the 15th to initiate the \$100 payment under the Payment Plan. If you do not receive any *qualified repayment deposit* by the 15th in this example, an *automatic repayment* for the **full** amount outstanding will take place.

Here's an example. You have an outstanding advance balance of \$322.50 (\$300 advance and a \$22.50 advance fee). You receive a \$500 paycheck every two weeks. Under Payment Plan, the total outstanding balance would be repaid over eight weeks as follows:

	Payment amount	Outstanding balance
Your paychecks received every two weeks		\$322.50
Paycheck 1 received week 2	\$100	\$222.50
Paycheck 2 received week 4	\$100	\$122.50
Paycheck 3 received week 6	\$100	\$22.50
Paycheck 4 received week 8	\$22.50	\$0

After your final payment is made, the *service* will **not** be immediately available; you will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met.

Please note: The example above is based on recurring income every 2 weeks. If an additional *qualified repayment deposit* is received, even if on the same day as the regular, recurring *qualified repayment deposit*, repayment of up to \$100 will also be taken from that deposit, which will repay the outstanding advance sooner.

How is my advance repaid if using Payment by Mail?

Assume you have a credit limit of \$500 and your checking account cycles on the 2nd day of every month.

- On the 8th day of the month, you take a \$100 advance with a \$7.50 advance fee and on the 17th of the month you take a \$60 advance with a \$4.50 advance fee.
- Your next account statement would include a bill for the total outstanding advance balance of \$172 (\$100+\$7.50+\$60+\$4.50) with a due date of the 27th. The due date is calculated by adding 25 calendar days to the last day of your statement period.
- You will be required to pay the full \$172 payment, whether by mailing the payment or by telephone transfer, prior to the due date on the 27th to avoid a late fee. You will be able to continue to use the *service* the day after the 5 business day processing period for payments sent by mail or the day after the transfer payment has been made if all other eligibility requirements are met.

When does my advance need to be repaid?

Repayment method is Automatic Deduction: If no *qualified repayment deposit* is made into your *linked consumer checking account* or any outstanding balance is not paid in full within 35 days of the advance date, the Bank will automatically debit your *linked consumer checking account* for the full amount of the outstanding advance and advance fee.

Repayment method is Payment Plan, feature of Automatic Deduction: If no *qualified repayment deposit* is made into your *linked consumer checking account* for a period of 35 days after the advance or after 35 days since the date of the last \$100 payment, the Bank

will automatically deduct the full amount of the outstanding advance and advance fee from your *linked consumer checking account*.

In either case, if there are insufficient funds in your *linked consumer checking account* at the time of the *automatic repayment*, your account will become overdrawn when the outstanding advance is repaid and any other transactions posting to your account that day would be subject to overdraft or insufficient fund fees. If you cannot repay your overdrawn balance and fees, you risk the closure of your *linked consumer checking account* and negative information may be reported to consumer reporting agencies. This may impact your future ability to open a deposit account or qualify for credit.

Repayment method is Payment by Mail: Your periodic billing statement that is included with your monthly checking account statement will indicate the due date when **full** payment of the outstanding advance is to be received. Simply include the tear-off section of the billing statement with your check, money order or cashier's check, write "Direct Deposit Advance" in the memo line and mail the payment so that it is received by the due date. If **full** payment is not received by the payment due date, a \$35 late fee will be charged and you will not be able to access the *service* until the outstanding balance, including any late fee(s), if applicable, is paid in full and processed, if all other eligibility requirements are met.

Early Payment: Regardless of your repayment method, you may also pay all or part of your outstanding advance balance at any time by making an Early Payment prior to the due date. Early Payment can be made by calling Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557) to transfer funds from your *linked consumer checking account* prior to the due date.

Can the Bank take smaller payments from my direct deposit?

Yes, if your account meets the eligibility requirements and you have chosen the Payment Plan feature. If you have been using the *service* and your current repayment method is Automatic Deduction where your payments are Automatically Deducted from each *qualified repayment deposit*, you may be eligible for the Payment Plan. With this plan, outstanding advances and advance fees are automatically repaid in \$100 increments when each *qualified repayment deposit* is received – instead of full repayment with each *qualified repayment deposit*. This plan allows for a longer repayment period in smaller payment amounts. The *daily expenses buffer* does not apply if your account is using the Payment Plan.

If no payment has been made by the 35th day after the advance or after 35 days from the date of the last \$100 payment, the outstanding balance and any unpaid advance fee(s) will be automatically deducted from your *linked consumer checking account*. Payments can only be made from a *qualified repayment deposit*. The *daily expenses buffer* does not apply if your account is using the Payment Plan.

If you are using the Payment Plan, your account will **not** have access to the *service*. After your final payment is made, the *service* will **not** be immediately available; you will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met.

It is important to note that requesting the Payment Plan only changes the amount of a repayment, **not** the timing of repayment, which still depends on receiving a *qualified repayment deposit* at least every 35 days. If you do not receive a *qualified repayment deposit* within 35 days from the advance date, an *automatic repayment* for the **full** amount outstanding will take place. (Please refer to the question entitled "How is my advance repaid if on the Payment Plan feature?").

To see if your account meets the Payment Plan eligibility requirements, please refer to the question entitled "What choices do I have to repay my advance?"

I will no longer receive direct deposits, how can I repay my outstanding advance?

If you are using the Automatic Deduction repayment method or the Payment Plan feature and you are no longer receiving qualified repayment deposits, you can repay your outstanding advance balance by calling Wells Fargo Phone Bank at 1-800-396-3557 to make an Early Payment. You can make an Early Payment from available funds in your linked consumer checking account. It is important to note if you make a partial Early Payment this does not change your advance due date. Your advance payment is still due 35 days from the date of the advance or 35 days from the last \$100 payment if using Payment Plan.

If no payment is made within 35 days from the advance date, or your last \$100 payment if using Payment Plan, your linked consumer checking account will be automatically deducted for the full outstanding advance and Advance Fee(s). In this case you must ensure funds are available in your linked consumer checking account to avoid other account related fees.

Why is my account in Payment Plan when I did not request it?

Your account will be automatically placed in Payment Plan when you use the service for six statement periods in a row and have an outstanding balance. Under Payment Plan, your balance is repaid in \$100 payments from each qualified repayment deposit, instead of the full amount owed. You will not be able to take any advances while in this plan. This will allow you to repay your balance in smaller payments while you take a break from using the service. Please refer to the question "How often can I take an advance?" for complete information about Continuous Use of the service.

As a reminder, you may pay all or part of your balance at any time. Call us at 1-800-TO-WELLS (1-800-869-3557) to make an Early Payment. Payments can only be made from your *linked consumer checking account*. After your full outstanding balance is repaid the service will not be immediately available. You will be able to use the service again after your statement cycles.

If I'm using the Payment Plan feature and make an Early Payment, when will the service be available?

If you're using Payment Plan and you make an Early Payment for the full outstanding balance owed, the service will **not** be immediately available. You will have access to the service the day after your account statement cycles, if all other eligibility requirements are met.

How often can I take an advance?

You may take advances (in \$20 increments) up to your available credit limit. However, this *service* is intended to meet short-term and emergency borrowing needs so you can only use the service for six statement periods in a row (statement periods typically last one month). If you use the service for six statement periods in a row, you will be required to take a break from the service. There are two kinds of breaks:

- **If you have an outstanding balance and if you are using the Automatic Deduction repayment method**, your account will be automatically placed in our Payment Plan. Under this plan, \$100 payments will be automatically taken from each direct deposit of \$100 or more, instead of the full amount owed. You will not be able to take any advances during this time. After you make your last payment, your account must complete the current statement cycle before you may use the service again, if all other eligibility requirements are met.

- **If you do not have an outstanding balance or if you are using the Payment by Mail repayment method**, you will be required to take a break from using the service for one statement period. After the break you can use the service again, if all other eligibility requirements are met.

What if my checking account balance is negative when I take an advance?

When you access the *service*, the advance is automatically deposited into your *linked consumer checking account*. If your checking account balance is negative, the advance will be applied as a “deposit” against your negative balance. If your *linked consumer checking account* balance is negative for seven consecutive days, or fewer days depending on the amount of the overdrawn balance, your account will be in collections. You will not be able to access the *service* while your account is in collections.

Can the Direct Deposit Advance service be used to prevent overdrafts?

If you find yourself in a situation where the funds in your *linked consumer checking account* may be insufficient to cover checks or other items that will post to your deposit account, you may choose to advance from the *service* to avoid the overdraft. In order for an advance to prevent an overdraft item, the advance must be completed before the item posts to your *linked consumer checking account*. You must request an advance in order for the amount to be automatically deposited into your *linked consumer checking account*.

The Direct Deposit Advance service is an expensive form of credit, and while the advance fee may be lower than an overdraft or insufficient funds fee, you may want to consider speaking with a banker regarding overdraft protection options that may be available to you.

Need more information?

Wells Fargo phone bankers are available 24 hours a day, seven days a week to help answer questions you may have about the Direct Deposit Advance service. Call 1-800-TO-WELLS (1-800-869-3557) or visit wellsfargo.com and enter “Direct Deposit Advance” in the search field for more information.

For additional account and credit-management information, go to handsonbanking.org

Access numbers	
Wells Fargo Online	wellsfargo.com or 1-800-956-4442
All customers with consumer accounts	1-800-TO-WELLS (1-800-869-3557)
TTY/TDD for deaf and hard-of-hearing customers	1-800-877-4833
Spanish-speaking customers	1-877-PARA-WFB (1-877-727-2932)
Chinese-speaking customers	1-800-288-2288

Direct Deposit Advance Service Agreement – Terms and Conditions

Direct Deposit Advance (the “*service*”) is an open-end line of credit service provided by Wells Fargo Bank, N.A. and is governed by the terms and conditions of this Service Agreement. In this Service Agreement, “*you*” and “*your*” refer to any account owner(s) of the account receiving qualifying direct deposit(s), without regard to which account owner may use the Direct Deposit Advance service, and “*the Bank*,” “*we*” and “*our*” refer to Wells Fargo Bank, N.A.

Eligibility

To be eligible for the Direct Deposit Advance service, your consumer checking account must receive at least one deposit of \$200 or more that is electronically deposited directly into your consumer checking account by your employer or an outside agency. *Qualified deposits* are also electronic deposits of other benefit-related income, tax refunds, Cash on Demand® transfers, or electronic transfers from accounts at other financial institutions. Deposits made through transfers between Wells Fargo accounts, at a Wells Fargo branch, or at an ATM are excluded (“*qualified deposit*”). Accounts held by a minor and accounts with a representative payee are excluded from the *service*. In addition, any account linked to a PMA® Package, or one of the following account types: PMA Prime Checking, PMA Premier Checking, PMA Money Market Checking, PMA Checking, PMA Investment, Opportunity Checking®, Money Market Checking, Teen CheckingSM, Youth Cash Card Account, Cash Card Account, Federal Payment Account, International Remittance Account, Private Banking Checking, and Private Banking Interest Checking are not eligible (“*qualified consumer checking account*”).

To remain eligible, the consumer checking account which receives your *qualified deposit* and to which your advances will be deposited (“*linked consumer checking account*”) must be managed appropriately, not be frozen or under legal process (such as a garnishment order), not in collections, or have a bankruptcy status, or otherwise be in default of this Service Agreement (“*good standing*”). An interruption in *qualified deposit* income will make the account ineligible for the *service*.

Once your account becomes eligible for the *service*, the method of repayment for an advance will be Automatic Deduction from the *linked consumer checking account* unless you choose the Payment by Mail method. (Refer to the section entitled “Payment by Mail” for details.)

Advances

You may request an advance through online banking at wells Fargo.com or through Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557). If your account is in the Payment by Mail repayment method, advances can only be made by calling Wells Fargo Phone Bank. Advances must be in increments of \$20. Each advance is deposited into the *linked consumer checking account*. An account that has a negative balance will have the advance applied to that balance before making cash available for withdrawal, if any. **You may cancel an advance at no cost to you by calling the Wells Fargo Phone Bank prior to 8:30 p.m. PT on the same day you took the advance. You may only cancel one advance per day.**

Availability of advances

If your *linked consumer checking account* is overdrawn for seven consecutive days, or fewer days depending on the amount of the overdrawn balance, your account will be in collections. You will not have access to the *service* while your account is in collections. You will be able to use the *service* after the overdraft has been paid, the account balance has remained positive for three consecutive *business days*, and all other eligibility criteria are met.

Credit limit

Your credit limit is based on your average *qualified deposit(s)*. It is calculated by taking the total *qualified deposit(s)* and dividing it by the number of *qualified deposit(s)* received in a statement period. Half (50%) of that number is rounded up to the nearest \$20, or a maximum of \$500, whichever is less. You may advance up to the lesser of \$500, or your current credit limit in increments of \$20. Your credit limit may not exceed \$260 in your first month of eligibility or after a lapse in *qualified deposit* income. If your *qualified deposit* income decreases, your credit limit may also decrease. The Bank reserves the right, at any time, and upon notice when required by applicable law, to modify your credit limit, including reducing the credit limit to \$0, based on your use of the *service*, your handling of the funds in your deposit accounts, and other factors, at the Bank's sole discretion.

Continuous Usage policy

Because the *service* is intended to meet your short-term credit needs, you will be permitted to use the *service* for only six (6) consecutive statement periods before taking a required break from taking any advances. The following describes what type of break in *service* you will experience as of the sixth consecutive statement period of use.

Repayment method is Automatic Deduction with an outstanding advance balance: Accounts using this repayment method that have an outstanding balance as of the sixth consecutive statement period of use will be automatically placed in the Payment Plan feature. Upon completion of Payment Plan **and** after the account statement cycles, the *service* may be available, if all eligibility requirements are met. The terms of the Payment Plan are described in the section entitled "Payment Plan".

Repayment method is Automatic Deduction with no outstanding advance balance: Accounts using this repayment method that do not have an outstanding balance as of the sixth consecutive statement period of use will be required to take a break from using the *service* for one complete statement period. During that time you will not be able to take any advances. You will be able to use the *service* the day after the account statement cycles, if all other eligibility requirements are met.

Repayment method is Payment by Mail: Accounts using this repayment method as of the sixth consecutive statement period of use will be required to take a break from using the *service* for one complete statement period. During that time you will not be able to take any advances. You will be able to use the *service* the day after the account statement cycles, if all other eligibility requirements are met.

To avoid being automatically placed in Payment Plan, you can take a voluntary break for at least one statement period each six statement periods.

Fees

Advance fee	\$1.50 for each \$20 borrowed
Set-up fee (for the Payment by Mail repayment method)	\$25 (Non-Refundable and paid once each time you request to be set up on the Payment by Mail repayment method.)
Penalty fee Late fee (for the Payment by Mail repayment method)	\$35

Billing rights: Information on your rights to dispute transactions and how to exercise those rights is provided on page 24.

Your promise to pay

You promise to pay the Bank the total of all outstanding advances along with advance fees and any other fees as described in this Service Agreement. To the extent permitted by applicable law, you also promise to pay all costs and fees, including reasonable attorneys' fees, which we incur in collection or in enforcement of this Service Agreement.

Repayment

The Bank offers two standard methods of repayment – Automatic Deduction or Payment by Mail (a set-up fee applies for Payment by Mail as described in "Payment by Mail - Set-up fee" section). The Automatic Deduction repayment method will be in place once your account becomes eligible for the *service*.

If using Automatic Deduction, you may request the Payment Plan feature if your account qualifies, as explained below. You may also pay all or a part of your outstanding advance balance at any time by making an Early Payment if you are using Automatic Deduction or Payment Plan. You may also pay at any time prior to the due date if you are using Payment by Mail.

Changing your repayment method. You may change your repayment method by calling Wells Fargo Phone Bank at 1-800-869-3557. See the "Repayment method changes" section for complete details on requirements and restrictions to change your repayment method.

Automatic Deduction

Advances and advance fees taken under Automatic Deduction must be repaid within 35 days from the advance date. Your advances and related advance fees will be automatically repaid when your account receives **any** deposit of \$100 or more that is electronically deposited directly into your consumer checking account by your employer or an outside agency. *Qualified repayment deposits* are also electronic deposits of other benefit-related income, tax refunds, Cash on Demand® transfers, or electronic transfers from accounts at other financial institutions. Deposits made through transfers between Wells Fargo accounts, at a Wells Fargo branch, or at an ATM are excluded ("*qualified repayment deposit*"). We will not use the first \$100 of your *qualified repayment deposit* for the repayment of an advance. If the remainder of each *qualified repayment deposit* is greater than \$20, we will take repayment. This is referred to as the "*daily expenses buffer*."

If the funds from your *qualified repayment deposit* are not sufficient to cover your outstanding balance, the Bank will deduct as much of the balance as possible from that *qualified repayment deposit* at that time, resulting in an unpaid Direct Deposit Advance balance. If this balance is not paid in full by the 35th day after the advance, you authorize the Bank to automatically deduct this outstanding balance and advance fees from the funds in your *linked consumer checking account* ("*automatic repayment*"). If this *automatic repayment* overdraws your *linked consumer checking account* or there are insufficient funds in your account at that time, your account will become overdrawn when the outstanding advance is repaid and any other transactions posting to your account that day would be subject to overdraft or insufficient fund fees. You will not have access to the *service* until the overdraft is paid in full, including any overdraft and other checking account *service* fees that may apply, and all other eligibility requirements are met.

Payment Plan

The no additional cost Payment Plan feature allows you to automatically repay your outstanding advance(s) and related advance fee(s) over a longer period of time, but you will not be able to continue to use the *service* if you choose this feature until your outstanding advance amount and advance fee(s) have been repaid in full. Payments will be made in \$100 increments from **each** *qualified repayment deposit*, instead of up to full repayment. To request the Payment Plan, you must contact Wells Fargo Phone Bank at 1-800-869-3557. The

Payment Plan feature will be effective immediately after your request has been made if all eligibility requirements are met.

Eligibility. You may request the Payment Plan at any time if the following eligibility requirements are met:

- Account must currently be using the Automatic Deduction repayment method;
- Account must have completed at least 3 consecutive statement periods of use;
- Outstanding advance balance must be at least \$300 or more, not including advance fee(s).

Use of the service while in Payment Plan. **You will not be able to use the service while the account is in the Payment Plan.**

- After the final payment has been made, you will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met.

Payments. Payment Plan payments (including the advance fee in the first payment) will be automatically deducted from **each** *qualified repayment deposit*. If more than one *qualified repayment deposit* is received on the same day, payment will be made from **each** *qualified repayment deposit*. Requesting the Payment Plan only changes the amount of a repayment, **not** the timing of repayment, which still depends on receiving a *qualified repayment deposit* at least every 35 days. If you do not receive a *qualified repayment deposit* within 35 days from the advance date, an *automatic repayment* for the **full** amount outstanding will take place.

- The payment amount will be \$100 or the remaining outstanding advance balance, whichever is less. The *daily expenses buffer* does not apply if using the Payment Plan.
- The payment amount is not negotiable and can only be made with a *qualified repayment deposit*.
- If no payment has been made by the 35th day after the advance or after 35 days since the date of the last \$100 payment, you authorize the Bank to automatically deduct the entire outstanding advance balance and any unpaid advance fee(s) from the funds in your checking account. If this *automatic repayment* overdraws your checking account at that time, your account will become overdrawn when the outstanding advance is repaid and any other transactions posting to your account that day would be subject to overdraft or returned item fees. You will not have access to the *service* until the overdraft is paid in full, including any overdraft and other checking account *service* fees that may apply, and all other eligibility requirements are met.
- Payments will be disclosed in the Direct Deposit Advance section of your monthly checking account statement.

Completion of Payment Plan. Once the entire outstanding advance balance has been repaid, you will be able to use the *service* the day after your account statement cycles, if all other eligibility requirements are met. The Automatic Deduction repayment method will be in place when your account statement cycles. Your credit limit and current repayment method will appear in the Direct Deposit Advance section of your monthly checking account statement.

You must call the Wells Fargo Phone Bank at 1-800-869-3557 **each** time to request the Payment Plan feature. If your *linked consumer checking account* meets the eligibility criteria, the plan will be available.

Early Payment

If you are using the Automatic Deduction repayment method, you may make a payment prior to your next *qualified repayment deposit* by contacting the Wells Fargo Phone Bank at 1-800-869-3557 to make an Early Payment. If you request this type of payment, we will

automatically transfer the amount requested from the *linked consumer checking account* and apply the payment to the outstanding advance balance as of the date and time of the transfer. The payment will only be transferred if your *linked consumer checking account* has available funds at the time the request is made.

Making an Early Payment does not change the date by which the full advance and advance fee must be repaid. Each advance and advance fee must be repaid within 35 days from the date of the advance, or 35 days from the last \$100 payment if using Payment Plan. If this balance is not paid in full by the 35th day after the advance, or 35 days from the last \$100 payment, an *automatic repayment* will occur.

If you are using Payment Plan and you make an Early Payment for the full outstanding balance owed, the *service* will **not** be immediately available. You will have access to the *service* the day after your account statement cycles, if all other eligibility requirements are met.

Payment by Mail

You may request the Payment by Mail repayment method by calling Wells Fargo Phone Bank at 1-800-869-3557 prior to taking an advance that you want to repay under this method. The Payment by Mail method allows you to make payments by mailing in an acceptable form of payment (as described in "Payments — Payment by Mail" section) by the payment due date indicated in your monthly checking account statement. You may also make a payment under this method by calling Wells Fargo Phone Bank and transferring funds from your *linked consumer checking account*.

Non-Refundable set-up fee. A \$25 non-refundable set-up fee is required to be paid to establish the Payment by Mail repayment method on each consumer checking account from which you intend to use this method. The set-up fee must be made prior to taking any advances that you want to repay by the Payment by Mail repayment method. To pay the set-up fee, call Wells Fargo Phone Bank at 1-800-869-3557. The set-up fee can only be paid via a transfer from your *linked consumer checking account*.

- The set-up fee is non-refundable and paid one time only for as long as your account remains in the Payment by Mail repayment method. You must pay the set-up fee again if you remove the Payment by Mail method and then elect to go back to this method.
- Once the set-up fee has been paid, the *service* will be available the next calendar day, if all other eligibility requirements are met. If the set-up fee has been paid on a Saturday, Sunday or a federal holiday, the *service* will be available after the next business day if all other eligibility requirements are met. (Please note: Refer to the section entitled "Repayment method changes" for further eligibility requirements regarding an outstanding advance balance.)
- You must have sufficient available funds in your checking account on the date you request the transfer set-up fee to be paid.
- See the "Repayment method changes" section for complete details on requirements and restrictions to change your repayment method.

Advances under the Payment by Mail method. **If your account is in the Payment by Mail repayment method, advances can only be made by calling Wells Fargo Phone Bank at 1-800-869-3557.**

Payments—

- Generally. You must allow adequate time for payments made by mail to reach us. All payments and credits will be applied in a manner determined by the Bank.
- Periodic billing statements. You will receive periodic billing statements from the Bank for the Payment by Mail method. The periodic billing statement will be entitled "Direct Deposit Advance® Invoice" which will be included with your monthly checking account statement that you receive via mail or online.

c. Payment by Mail. If you pay by mail, your payments must be mailed to the remittance address indicated on your periodic billing statement. Once received, payments by mail are subject to a 5 business day processing period before replenishing the amount of available credit the next calendar day. Payments mailed to the remittance address indicated on your periodic billing statement and received prior to the 5:00 p.m. PT cutoff time on Bank business days will be credited to your account as of the date received. Payments received after the cutoff time will be credited as of the next business day. Saturdays, Sundays, and federal holidays are not considered business days, and payment made on those days or after established cutoff times will be credited as of the next business day. When you provide a check as payment, you authorize the Bank to process the payment as a check transaction. Each payment must be accompanied by the tear-off section of your billing statement and a single check payable to "Wells Fargo Bank, N.A. DDADV" in the FULL amount of the payment and "Direct Deposit Advance" written in the memo line. Payment must be made in US dollars and by a check, money order or cashier's check capable of being processed through the Federal Reserve System and drawn on a United States Bank.

- Full payment — You will be able to use the *service* up to your available credit limit the day after the 5 business day processing period, if all other eligibility requirements are met.
- Partial payment(s) — Any partial payment will be accepted and processed for payment subject to the 5 business day processing period; however, you will not be able to access those funds until FULL payment of the billed outstanding amount has been paid, and all other eligibility requirements are met.
- Repayments of advances not billed — If you take an advance and repay it within the same statement period prior to being billed, any full or partial payment made by mail will be applied to the outstanding advance, and you will be able to use the *service* up to your available credit limit the day after the 5 business day processing period, if all other eligibility requirements are met. Once the advance is billed on your periodic billing statement, the full or partial payment requirements described above apply.

d. Telephone transfer payment. If you request this type of payment with Wells Fargo Phone Bank, we will automatically transfer the payment amount requested from the *linked consumer checking account* and apply the payment to the outstanding advance balance. The automatic payment will be deducted from the *linked consumer checking account* and applied as payment to your outstanding advance balance as of the date and time of the transfer. Transfer payments will post the same business day up to 8:00 p.m. PT. Transfers after this time will post the next business day. The payment will only be transferred if your *linked consumer checking account* has the available funds at the time the payment request is made.

- Full payment — You will be able to use the *service* up to your available credit limit the day after the transfer payment of the FULL outstanding advance balance has been made, if all other eligibility requirements are met.
- Partial payment(s) — Any partial payment will be accepted and processed for payment; however, you will not be able to access those funds until FULL payment of the billed outstanding advance amount has been paid, and all other eligibility requirements are met.
- Repayments of advances not billed — If you take an advance and repay it within the same statement period prior to being billed, any full or partial payment made by telephone transfer payment will be applied to the outstanding advance. You will be able to use the *service* up to your available credit limit the day after the transfer, if all other eligibility requirements are met. Once the advance is billed on your periodic billing statement, the full or partial payment requirements described above apply.

- e. Irregular payments. We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Service Agreement. Our acceptance of checks or money orders labeled "payment in full," or words to that effect will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment.
- f. Full payments. The total payment due shown on your billing statement is the total of all unpaid advance obligations as of the date of the billing statement. We must receive your FULL payment of the total payment due shown on your billing statement on or before the payment due date. Your required total payment due for each billing period will be calculated as follows:
- The total payment due includes current advance(s), advance fee(s), late fee, if applicable, and
 - Any amount of your previous total payment due which is past due. This amount will appear on your periodic billing statement as past due amount which may include past due advance(s), advance fee(s) and a late fee.
- g. Determining your payment due date. Your payment due date will appear in the Direct Deposit Advance section in your monthly checking account statement and in the periodic billing statement you will receive. The payment due date is calculated by adding 25 calendar days to the last day of your monthly checking account statement. If your payment due date falls on a Saturday, Sunday or a federal holiday, your payment due date will be the next business day. Your statement cycle date appears at the top of each page of your monthly checking account statement.
- h. Grace period. There is no grace period. You will be charged a late fee if the total payment due is not paid in FULL by the payment due date.
- i. Late payment. If you pay by mail, your payment will be considered late if the total payment due is not received prior to the 5:00 p.m. PT cutoff time on the payment due date as specified on your periodic billing statement. If you pay by telephone transfer, your payment will be considered late if the total payment due is not received prior to the 8:00 p.m. PT cutoff time on the payment due date as specified on your periodic billing statement.
- j. Late fee. We will charge a late fee of \$35.00 if we do not receive the total payment due in FULL by the payment due date shown on your periodic billing statement. Any outstanding late fee will appear in the Direct Deposit Advance section of your monthly checking account statement and in your periodic billing statement you will receive.
- k. Inaccessibility of the service. The total payment due as indicated on your periodic billing statement must be paid in FULL on or before the payment due date. If FULL payment is not received as of the payment due date, you will not be able to access the *service* until FULL payment is made and processed and you will incur a late fee. Once the past due amount has been paid in FULL and processed, you may access the *service*, if all other eligibility requirements are met.
- l. Overpayment. Any payment received that is greater than the total payment due will be applied as follows: first, to any outstanding billed amounts; second, to any new advance(s), advance fee(s) and late fee, if applicable, since your last periodic billing statement and, third, any remaining funds will be deposited into your *linked consumer checking account* within 5 days after the payment is received.

Changing repayment methods

Changing from Automatic Deduction to Payment by Mail Repayment method —

- You may choose to change from the Automatic Deduction repayment method to the Payment by Mail method at any time by calling Wells Fargo Phone Bank at 1-800-869-3557.

- If you do not have an outstanding advance balance at the time you request the change and have paid the set-up fee, the Payment by Mail method will be effective the next calendar day and you will be able to take advances if all other eligibility requirements are met under the Payment by Mail terms. (Refer to the section entitled “Payment by Mail — payments” for repayment terms.)
- Pending Payment by Mail — If you have an outstanding advance balance at the time you request the change and have paid the set-up fee, the Payment by Mail method will not be confirmed; and you will not be able to take another advance until the outstanding advance balance is repaid in full under the Automatic Deduction repayment terms. This repayment method status is referred to as “Pending Payment by Mail.”
 - Once the set-up fee and the outstanding advance balance have been paid, the Payment by Mail method will be effective the next calendar day; and you will be able to take advances if all other eligibility requirements are met under the Payment by Mail terms. (Refer to the section entitled “Payment by Mail - payments” for repayment terms.) If the set-up fee has been paid on a Saturday, Sunday or a federal holiday, the Payment by Mail method will be confirmed after the next business day.
- Your current repayment method appears in the Direct Deposit Advance section of your monthly checking account statement.

Changing from Pending Payment by Mail to Automatic Deduction Repayment method —

- If you have paid the set-up fee and have an outstanding advance balance (“Pending Payment by Mail”), and want to change to Automatic Deduction, you may do so by calling Wells Fargo Phone Bank at 1-800-869-3557.
- The change to Automatic Deduction will be effective the next calendar day and any outstanding advances or new advances will be repaid under the Automatic Deduction terms.

Changing from Payment by Mail to Automatic Deduction Repayment method —

- You may choose to change from the Payment by Mail repayment method to the Automatic Deduction method at any time by calling Wells Fargo Phone Bank at 1-800-869-3557.
- The change to Automatic Deduction will be effective the next calendar day so long as there is no outstanding advance balance. If you do not have an outstanding advance balance at the time you request the change, you will be able to continue to advance if all other eligibility requirements are met. Any advances taken thereafter will be subject to the Automatic Deduction repayment terms.
- If there is an outstanding advance balance at the time you request the change, you may choose to repay the outstanding advance from either of the following ways:
 - You may pay the outstanding advance balance in full by calling Wells Fargo Phone Bank at 1-800-869-3557 and making a telephone transfer from your *linked consumer checking account* at the time the change request is made if sufficient funds in your *linked consumer checking account* are available. Upon the full payment being made via telephone transfer, the Automatic Deduction repayment method will be in place the next calendar day and you will be able to use the *service*, if all other eligibility requirements are met.
 - Or, you may make your payment by sending it to the address printed on your periodic billing statement. Payments made by check, money order or cashier’s check will be applied on the date received and subject to a 5 business day processing period. After full payment has been processed, you will need to call Wells Fargo Phone Bank at 1-800-869-3557 to complete the change to Automatic Deduction. On the next calendar day after the change is completed, you will be able to use the *service*, if all other eligibility requirements are met.
- Your current repayment method appears in the Direct Deposit Advance section of your monthly checking account statement.

Default

You will be considered in default of this Service Agreement and your access to the *service* discontinued for **90 calendar days** under the following circumstances:

- An overdraft created by the Bank's *automatic repayment* is not paid in full within eight calendar days; or
- If your *linked consumer checking account* is already overdrawn at the time the *automatic repayment* takes place and the account is overdrawn for at least eight consecutive days (the eight consecutive calendar days may occur before or after the *automatic repayment*).

You will also be considered in default and your access to the *service* discontinued **permanently** if you:

- File a bankruptcy petition or one is filed against you (this applies regardless of whether or not the Bank has been identified as a creditor in the filing process);
- Commit fraud or make any misrepresentation in connection with your use of the *service*;
- Have selected the Payment by Mail repayment method and fail to comply with repaying the entire outstanding balance provided that we have given you any applicable notice, which may be required by law, even if you repay the outstanding balance at a later time; or
- Fail to pay an outstanding advance balance after your *linked consumer checking account* is closed.

You will also be considered in default if you have an outstanding advance balance and your *linked consumer checking account* is closed by the Bank. When the consumer checking account is closed by the Bank, the *service* will no longer be available. Even if the checking account is closed, you will still be obligated to pay the outstanding advance balance.

Closure of your checking account

While using the Automatic Deduction repayment method –

If you close your *linked consumer checking account* and there is an advance balance due, the Bank will automatically deduct the balance due from your closing account balance. Even if there are insufficient funds in the account to cover the advance at the time the account is closed, you will still be obligated to pay the advance balance.

While using the Payment by Mail repayment method -

If you request to close your checking account and there is an advance balance due, you will need to make a payment in full prior to closing the account. This can be done by telephone transfer payment from that checking account for the FULL amount outstanding, including advance fee(s) and late fee(s), if applicable, by calling Wells Fargo Phone Bank at 1-800-869-3557, or by mailing a payment to the address provided on your periodic billing statement. Your checking account will not be closed at your request until the payment in full is received and processed.

Change in terms

The Bank reserves the right to change, add, or delete the terms of this Service Agreement. The Bank will notify you as required by law if changes, additions, or deletions occur. Such changes may apply to any outstanding advances as well as to future advances. You may choose to accept changes in terms by continuing to use the *service* or keeping your *linked consumer checking account* open, or you may decline the change in terms by no longer using the *service* prior to the effective date of the change or requesting that access to the *service* be discontinued.

Collection costs and attorneys' fees

You must pay our collection costs, reasonable attorneys' fees, and other expenses of enforcing our rights under the terms and conditions of this Service Agreement, subject to applicable law.

Waiver

We may waive any of our rights under this Service Agreement from time to time, without affecting any of our other rights.

Change of name, address, or phone number

You must notify the Bank immediately of any change in your name, your residence or mailing address or phone number. We may use any source available to us to update and validate the accuracy of this information.

Notices

We will notify you of any action taken on your account or any change in terms or conditions as required by law or this Service Agreement. When notice is not required by law, we may take any action and exercise any of our rights under this Service Agreement without notice or demand.

Telephone monitoring and contacting you

From time to time, the Bank may monitor and record telephone calls regarding your account to assure the quality of our service. You agree, in order for us to service the account or to collect any amounts you may owe, that the Bank may from time to time make calls and/or send e-mails and/or text messages to you, using pre-recorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including wireless telephone numbers that could result in charges to you, or at any e-mail address you provide to us.

YOUR BILLING RIGHTS

Keep this notice for future use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have chosen to pay your outstanding advance automatically from your *linked consumer checking account*, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including advance fees, and we can apply any unpaid amount against your credit limit.

You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any advance fees related to any questioned amount.

If we did not make a mistake, you may have to pay advance fees, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Governing law

This Service Agreement shall be governed by and interpreted in accordance with federal law and, to the extent state law applies, the law of South Dakota. If any provision of this Service Agreement is held to be invalid, the remaining provisions will remain valid and enforceable.

Dispute resolution program: arbitration agreement

This part constitutes the arbitration agreement between you and the Bank.

Binding arbitration

If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that upon demand by either you or the Bank, the dispute will be resolved through the arbitration process as set forth in this part. A "dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to the Direct Deposit Advance service or related services or matters described in this Service Agreement; to your use of any of the Bank's banking locations or facilities; or to any means you may use to access the Direct Deposit Advance service. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims.

"Disputes" include disagreements about the meaning, application or enforceability of this arbitration agreement. This arbitration agreement shall survive any termination of the Direct Deposit Advance service. **YOU AGREE THAT YOU AND THE BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.**

As the sole exception to this arbitration agreement, you and the Bank retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. If either you or the Bank fail to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Arbitration procedure; severability

You or the Bank may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The parties agree that in this relationship: (1) The parties are participating in transactions involving interstate commerce; (2) The arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) This agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and the Bank. If any of the provision of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

Rights preserved

This arbitration agreement does not prohibit you or the Bank from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this arbitration agreement shall survive termination or amendment of the deposit relationship or any other relationship between you and the Bank.

Fees and expenses of arbitration

Arbitration fees shall be determined by the rules or procedures of the arbitration administrator, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

Please Note: Alternative forms of short-term credit exist that might be less expensive and more suitable to you as the borrower. By using the Direct Deposit Advance service, you acknowledge that you have had an opportunity to consider other credit products and services and that the Direct Deposit Advance service is an appropriate credit service based on your needs.

The following applies to Ohio customers only: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories of each individual upon request. The Ohio civil rights commission administers compliance with this law.

Effective October 15, 2011

Correction Notice – Important Information Regarding Availability of the Direct Deposit Advance[®] Service

***Direct Deposit Advance* service not available in Alabama, Connecticut, Delaware, Florida, Georgia, Maryland, Mississippi, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, or Washington, D.C.**

The *Direct Deposit Advance* service will not be available to accounts opened in Alabama, Connecticut, Delaware, Florida, Georgia, Maryland, Mississippi, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Virginia, or Washington, D.C. The disclosure document you receive at the time you open your new consumer checking account entitled “*Direct Deposit Advance Service Agreement and Product Guide*” and any amendment or addenda, does not apply to your account at this time.

Colorado

Effective January 29, 2012

PLEASE READ THE FOLLOWING
DIRECT DEPOSIT ADVANCE ADDENDUM
REGARDING **PAYMENT PLAN ELIGIBILITY:**

Addendum to the Direct Deposit Advance[®] Service Agreement and Product Guide

This Addendum amends the Direct Deposit Advance Service Agreement and Product Guide (“Agreement”). All terms defined in the Agreement will have the same meaning when used in this Addendum. If there is a conflict between the Addendum and the Agreement, this Addendum will control. Except as expressly amended by this Addendum, the Agreement remains in full force and effect.

In the section of the Agreement titled “Direct Deposit Advance Service Agreement – Terms and Conditions” under sub-section “Payment Plan” the “Eligibility” section is deleted and replaced with the following:

ELIGIBILITY

You may request the Payment Plan at any time if the following eligibility requirements are met:

- Account must currently be in the Automatic Deduction repayment method;
- Outstanding advance balance must be at least \$200 or more, not including Advance Fee(s).

Please note that information provided in the Product Guide and Frequently Asked Questions that accompany the Service Agreement should also be read to reflect this change in Payment Plan eligibility.

This Addendum governs consumer deposit accounts maintained at Wells Fargo Bank, N.A. locations in Colorado.

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Nevada

Effective January 29, 2012

PLEASE READ THE FOLLOWING
DIRECT DEPOSIT ADVANCE ADDENDUM
REGARDING **PAYMENT PLAN ELIGIBILITY:**

Addendum to the Direct Deposit Advance[®] Service Agreement and Product Guide

This Addendum amends the Direct Deposit Advance Service Agreement and Product Guide (“Agreement”). All terms defined in the Agreement will have the same meaning when used in this Addendum. If there is a conflict between the Addendum and the Agreement, this Addendum will control. Except as expressly amended by this Addendum, the Agreement remains in full force and effect.

In the section of the Agreement titled “Direct Deposit Advance Service Agreement – Terms and Conditions” under sub-section “Payment Plan” the “Eligibility” section is deleted and replaced with the following:

ELIGIBILITY

You may request the Payment Plan at any time if the following eligibility requirements are met:

- Account must currently be in the Automatic Deduction repayment method;
- Outstanding advance balance must be at least \$200 or more, not including Advance Fee(s).

Please note that information provided in the Product Guide and Frequently Asked Questions that accompany the Service Agreement should also be read to reflect this change in Payment Plan eligibility.

This Addendum governs consumer deposit accounts maintained at Wells Fargo Bank, N.A. locations in Nevada.

Effective February 1, 2014

Important Information Regarding the Direct Deposit Advance[®] Service

As of February 1, 2014, the service is no longer available on any consumer deposit account opened on or after that date.

Please disregard the disclosure titled "Direct Deposit Advance[®] Service Agreement and Product Guide" that you received when you opened this deposit account as the service is no longer available on new accounts.

This Addendum governs consumer deposit accounts maintained at Wells Fargo Bank, N.A.

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CNS4957 (2/14)

Effective March 1, 2014

Important Information Regarding Availability of the Direct Deposit Advance[®] Service

This Addendum amends the Direct Deposit Advance Service Agreement and Product Guide ("Guide"). All terms defined in the Guide will have the same meaning when used in this Addendum. If there is a conflict between the Addendum and the Guide, this Addendum will control. Except as expressly amended by this Addendum, the Guide remains in full force and effect.

In the section of the Guide titled "Answers to frequently asked questions" the following is added:

When will a Direct Deposit Advance be available in my checking account?

After you complete your Direct Deposit Advance transaction, the advance will be immediately added to your checking account as a "pending deposit." For these transactions, "pending" means that the money is available for you to spend or to withdraw, but we have not yet officially recorded the transaction to your account.

We have a deadline ("cut-off time") of 8:30 PM PT to record transactions to your account. If an advance is completed after 8:30 PM PT, but before our nightly processing (this generally happens just after midnight), the money will be used to help pay your other transactions (such as checks and automatic payments) that night. The recorded date for the advance, however, will be the date of our next nightly processing. That recorded date will be shown on your statement and in online banking.

The following table shows when an advance will be available, when we will use the money for other transactions, and how the date will appear on your account statement:

Time/Day of Transaction	When is the money available for use or withdrawal?	When will the money be used by the bank to pay other transactions?	Recorded date for advance
1. BEFORE 8:30 P.M. PT Monday through Thursday	Same day	Same day	Today's date
2. AFTER 8:30 P.M. PT Monday through Thursday	Same day	Same day, if taken <u>before</u> nightly processing (midnight).	Tomorrow's date
3. AFTER 8:30 P.M. PT on Friday or over the weekend	Same day	During Monday's nightly processing.	Monday's date (except holidays)

This Addendum governs consumer deposit accounts maintained at Wells Fargo Bank, N.A.

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