

# Online Access Agreement

(Version Effective September 30, 2019)

This Online Access Agreement (“Agreement”) governs your use of:

- *Wells Fargo Online*®
- *Wells Fargo Business Online*®
- *Wells Fargo Mobile*®
- *Wells Fargo Advisors*® online services

In this Agreement, “Service” refers to any online or mobile services available through *Wells Fargo Online*, *Wells Fargo Business Online*, *Wells Fargo Mobile*, or *Wells Fargo Advisors* online services.

**Please read this Agreement carefully. By clicking “I Agree” below, or by using the Service, you are agreeing to the terms of this Agreement.**

**This Agreement covers, among other things:**

- **Our obligations to you.**
- **Your obligations as a user of the Service.**
- **Waiver of “two or more signature” requirements on accounts.**
- **How we send you notices and disclosures.**
- **Your agreement with us to use binding arbitration for most disputes arising under this Agreement or about the Service and to waive the right to a trial by jury.**
- **Your waiver of class-action rights.**
- **Limitations on our liability to you.**
- **Your mutual agreement with us that South Dakota law will control this Agreement, without regard to conflict-of-law rules.**

If you have any questions regarding this Agreement, please call **1-800-956-4442**.

**Investment and Insurance Products are:**

- **Not insured by the FDIC or any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate**
- **Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested**

Investment products and services are offered through Wells Fargo Advisors. Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC (WFCS) and Wells Fargo Advisors Financial Network, LLC, Members SIPC, separate registered broker-dealers and non-bank affiliates of Wells Fargo & Company.

Together we'll go far



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## Definitions

Term	Meaning
We, Us, Our and Wells Fargo	Wells Fargo Bank, N.A. and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Online Financial Service.
You or Your	Each Owner of an Eligible Account, a person applying for an Eligible Account, or Eligible Beneficiary entitled to online access of a Trust and Investment Management Account, or a Delegate.
Authorized Representative	A person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage or administer an Eligible Account or an Online Financial Service, or (ii) authorize another person to access an Eligible Account or Online Financial Service.
Authorized Signer	A person who has your actual or apparent authority to transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your account(s). We may continue to recognize an Authorized Signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.
Business	Any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.
Business Day	Every day is a Business Day except Saturdays, Sundays, and federal banking holidays. For brokerage accounts, Business Day also excludes U.S. stock exchange holidays.
Business Eligible Account	An account owned by a Business that is an Eligible Account.
Consumer	A person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family, or household purposes. A participant with only an employer-sponsored retirement plan or deferred compensation plan is not considered to be a consumer.
Consumer Eligible Account	An account owned by a Consumer that is an Eligible Account.
Delegate	Authorized Representatives appointed using the Delegate Tools.
Delegate Tools	Access management tools we provide that help you manage the authority and access for some of your Authorized Representatives. Delegate Tools let you limit or control the access that certain Authorized Representatives will have to, and/or tasks they can perform with an Eligible Account or Online Financial Service.
Eligible Account	Each Wells Fargo product you have or have applied for that is accessible through the Website. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit, investment products, securities accounts, brokerage accounts, rewards accounts, and other products or accounts you have with us.
Eligible Beneficiary	A person named in the governing document of a Trust and Investment Management Account as the recipient or potential recipient of funds from the account. An Eligible Beneficiary is entitled to have online access to that account.
Financial Management Software	Quicken®, QuickBooks®, Turbo Tax®, Xero, and other software we may identify on the Website.
Include/Including	When used at the beginning of a list of one or more items, indicates that the list contains examples. The list is neither exclusive nor exhaustive, and the items in the list are intended only as illustrations. They aren't the only possible items that could appear in the list.
Mobile Banking Service	Each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browsers, apps, and text banking, for example. Not all Eligible Accounts are accessible through the Mobile Banking Service.
Mobile Device	A cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.
Online Access Process	The term Online Access Process includes: <ul style="list-style-type: none"> <li>• The terms under which you're allowed to access and use the Service via the Website.</li> <li>• The process used to access the Service (including required security procedures) via the Website.</li> <li>• Our right to change, suspend or terminate all or part of the Service, this Agreement, or your access to the Service.</li> </ul>

Online Financial Service	<p>The term Online Financial Service includes:</p> <ul style="list-style-type: none"> <li>• Each product or service you may access or enroll in through the Website, including the Mobile Banking Service. Please note, that not every product or service made available through the Online Financial Service may be available through the Mobile Banking Service.</li> <li>• Actions you take, and instructions you give us, through the Website about opening or maintaining Eligible Accounts.</li> </ul> <p>The term Online Financial Service does not include an Eligible Account.</p>
Owner	<p>Anyone who owns an Eligible Account as indicated in our records, and any Authorized Representative of that person.</p>
Service	<p>All <i>Wells Fargo Online</i>, <i>Wells Fargo Business Online</i>, <i>Wells Fargo Mobile</i>, or <i>Wells Fargo Advisors</i> online services, plus all the Eligible Accounts and Online Financial Services you can access via the Website after entering into this Agreement.</p>
Trust and Investment Management Account	<p>Each Wells Fargo investment management or trust account you have with us that is an Eligible Account, including trust administration, investment management, fiduciary, and certain custodial accounts, for example.</p> <p>Trust and Investment Management Accounts don't include employer-sponsored retirement or deferred compensation accounts.</p>
Website	<p>The term Website includes:</p> <ul style="list-style-type: none"> <li>• All <i>Wells Fargo Online</i>, <i>Wells Fargo Business Online</i>, <i>Wells Fargo Mobile</i>, and <i>Wells Fargo Advisors</i> online services websites and all other web pages maintained by us and accessible through <a href="http://wellsfargo.com">wellsfargo.com</a>, or <a href="http://wellsfargoadvisors.com">wellsfargoadvisors.com</a> or through <i>Wells Fargo Mobile</i> downloadable applications for the Mobile Banking Service and the Mobile Brokerage Service.</li> <li>• Any other website or web pages you can access only after you, or a person for whom you're acting as an Authorized Representative, enter into this Agreement.</li> </ul> <p>Website does not include any website with its own separate agreement governing online access.</p>

## 1. About this Agreement

- (a). [Description](#)
- (b). [Other Agreements with Us](#)
- (c). [Conflicts Between Agreements](#)

### 1(a). Description

The Service is subject to this Agreement. The following are also considered part of this Agreement:

- [General Terms of Use](#) for the Website.
- Terms or instructions that appear on a screen when enrolling for, activating, accessing, or using the Service.
- Wells Fargo's rules, procedures, and policies that apply to the Service, any Eligible Account, or any Online Financial Service.
- The rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account or Online Financial Service.
- State and federal laws and regulations, as applicable.

### 1(b). Other Agreements with Us

In addition to this Agreement, you may have a separate agreement for each of your Eligible Accounts and Online Financial Services. Those agreements will continue to apply to each of those accounts or services.

### 1(c). Conflicts Between Agreements

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise.

The other agreement will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account or Online Financial Service, but not in this Agreement, will apply. Example: If your Eligible Account or Online Financial Service is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution and governing law provisions in that other agreement will control.

There are two exceptions to the general rule described above: If another agreement you have with us includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address the Online Access Process. Also, the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

## 2. The Service

- (a). [Description](#)
- (b). [Owners, Authorized Representatives, and Delegates](#)
- (c). [Signature Requirement Waiver](#)
- (d). [Acknowledgments and Agreements](#)

### 2(a). Description

Under the terms and conditions of this Agreement, you may use the Service to:

- Access your Eligible Accounts.
- Obtain Online Financial Services.
- Perform authorized transactions through the Website.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history, and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

We will update our Website if we eliminate or introduce new features to the Service.



## 2(b). Owners, Authorized Representatives, and Delegates

If an Eligible Account is owned by more than one person, or has more than one Authorized Representative, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by agreements covering the Eligible Account.

If you make someone an Authorized Signer on a Business Eligible Account, and he/she is enrolled in the Service, we can treat him/her as an Authorized Representative.

If you tell us that an Authorized Representative is no longer authorized, we'll consider his/her transactions unauthorized only when:

- You tell us that you did not want or intend the transaction(s); and
- The Authorized Representative performs them after you let us know he/she is no longer authorized; and
- We have reasonable opportunity to act on your notification.

For more details, please see the agreements for your Eligible Accounts and Online Financial Services.

We may offer Delegate Tools (online or otherwise) that help you manage the authority and access of some of your Authorized Representatives and Delegates you appoint.

Additional features include:

- Owners and certain Authorized Representatives of Eligible Accounts may use the Delegate Tools to name a Delegate.
- We may provide Delegate Tools that let one Delegate establish, or manage the access of, another Delegate.
- Delegates who are Authorized Representatives may also have authority in addition to that established using the Delegate Tools.
- We will treat a Delegate appointment by one Owner or certain Authorized Representatives of an Eligible Account as a Delegate appointment by all other Owners of that Eligible Account.
- View Only – Guest users and authorized users may have access to an Eligible Account or Online Financial Service, but only to view balance and transaction information and other non-transactional capabilities as permitted by the Service. If Delegate Tools are used by you to grant a guest user or authorized user with a username, password, or other login credential to access an Online Financial Service, you understand that you are responsible for any actions taken using your, your guest user, or authorized user's username and password. For example, this includes situations where your guest user or authorized user provides their user name and password with third party applications or websites to allow your account information to be accessed through these third party applications or websites. Wells Fargo does not endorse and is not responsible for the products or services provided by third party applications or websites.
- View and Transact – Authorized users may have access to an Eligible Account or Online Financial Service, and may engage in and authorize specified transactions permitted by the Service.

All Delegate transactions performed on an Eligible Account or Online Financial Service within the scope of the authority you grant using the Delegate Tools, are transactions authorized by you – even transactions you did not want or intend. You are solely responsible for those transactions.

If you use Delegate Tools to change or end the authority of a Delegate, we'll consider transactions unauthorized when:

- You end a Delegate appointment through the Website; and
- You did not intend to make the transaction; and
- We have a reasonable opportunity to act on your notice.

To end a Delegate appointment you made on the Website:

1. Access the Website using your username and password.
2. Select the applicable link to manage access to your accounts, as applicable for your Service.
3. Follow the directions to delete the Delegate.

You can also call **1-800-956-4442** or the phone number located on your statement for assistance in managing your Delegate access. If you made a Delegate appointment through another area, you may need to follow the process for terminating the Delegate appointment through that same area to ensure all required actions are completed. If the power was granted through a trust instrument or state law, you must act in accordance with all applicable terms or laws.

We may permit you to allow a Delegate to initiate funds transfers or other transactions on an Eligible Account or through an Online Financial Service.

If you allow a Delegate to initiate funds transfers or other transactions, then you agree that for those transactions the Delegate is an Authorized Signer on the Eligible Account, subject to the terms of the separate agreement for your applicable Eligible Account.

If you make someone who is enrolled in the Service an Authorized Signer on an Eligible Account, we may treat that Authorized Signer as a Delegate and automatically assign View and Transact authority to that Delegate.

You agree that you may only appoint Delegates in accordance with the requirements we provide to you. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Delegate options or permitting Delegates to access your Eligible Account or Online Financial Services at any time, without prior notice.

Some Delegate features may not be available for certain accounts or customers.

A Delegate's authority will end when we have a reasonable opportunity to act on any of the following:

- An Owner or Authorized Representative lets us know that the Delegate's authority is ended.
- An Owner lets us know that the Owner who appointed the Delegate is no longer an Owner on the Eligible Account.
- If we get written notice of the delegating Owner's death/incapacity from a reliable source such as a court. Applies to Consumer and sole-proprietor Business accounts only.
- The Delegate is no longer enrolled in the Service as a Delegate.

We can also end a Delegate's authority if he/she violates any part of this Agreement.

### **2(c). Signature Requirement Waiver**

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic or telephone transfers. This means that you're allowing any Authorized Signer on your Eligible Account to individually make electronic or telephone transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

### **2(d). Acknowledgments and Agreements**

You agree that:

- Each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service.
- We may rely and act on the instructions of any Authorized Representative.
- All transactions that an Authorized Representative performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives and monitoring the actions they take on your behalf, whether or not we provide Delegate Tools for managing their authority.
- You will be responsible for ensuring each Delegate maintains the confidentiality of his or her username, password, or other login identification.
- Each Delegate will access and use each Eligible Account and Online Financial Service, in accordance with the authority given to the Delegate by the delegating Owner or Authorized Representative.
- Each time the Delegate accesses, views, or transacts on an Eligible Account or Online Financial Service, you represent and warrant to us that the delegating Owner authorizes the Delegate's action.
- If we get conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of a Delegate, we may at our sole discretion end the Delegate's access to:
  - The Service.
  - An Eligible Account.
  - An Online Financial Service.

We may also prevent the individual from being a Delegate without prior notice to you or any account Owner.

### 3. Access

#### (a). [Accessing Eligible Accounts and Online Financial Services](#)

#### (b). [Terminating Access](#)

#### 3(a). Accessing Eligible Accounts and Online Financial Services

You authorize Wells Fargo to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through the Website to obtain information and perform transactions authorized on the Website.

To access your Eligible Accounts and Online Financial Services through the Website, you need a username, a password, and required hardware and software (see the [Website](#) for details). To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible Accounts and Online Financial Services through the Website.

You also have to comply with any other security procedures we may establish. Subject to the terms of this Agreement, you'll generally be able to access your Eligible Accounts and Online Financial Services through the Website 7 days a week, 24 hours a day. Sometimes the Service may be unavailable due to system maintenance or circumstances beyond our control. You must provide all computer, telephone and other equipment, software (other than any software provided by us) and services you need to access the Service.

When using the Mobile Banking Service, you may generally access certain Eligible Accounts through the mobile browser, our mobile apps, or get certain information through text messaging on a Mobile Device.

#### 3(b). Terminating Access

**For Violating the Agreement.** If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

**Voluntarily.** If you close all your Eligible Accounts and terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. If you close your Eligible Accounts, you could also lose access to your Online Financial Services, and we may terminate your access to the Service. We are not required to reinstate or re-activate your access. If you have no Eligible Accounts linked to the Service, or don't use the Service for a period of 24 consecutive months, we may at our discretion terminate your access without prior notification.

### 4. Eligible Accounts and Online Financial Services: Additional Provisions

#### (a). [Removing Online Access](#)

#### (b). [Electronic Funds Transfer Timing](#)

#### (c). [System Maintenance](#)

#### (d). [Account Linking and Display](#)

#### 4(a). Removing Online Access

If you want to remove online access for an Eligible Account, email us through the Service or call:

- *Wells Fargo Online* Customer Service at **1-800-956-4442**
- *Wells Fargo Advisors* accounts, call **1-877-879-2495**
- Business Payroll Service, call **1-888-736-6798**

#### 4(b). Electronic Funds Transfer Timing

Unless the Website or our other agreements with you say otherwise, electronic funds transfers completed through the Service before the transfer cut-off time on a Business Day will be posted to your Eligible Account the same day. Credit card, line of credit, loan and mortgage transactions may take up to three Business Days to process, but will post as of the Business Day the transaction was made.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic funds transfers:

- **Between financial institutions** will be processed, completed, and posted by the other institution following its own rules.
- **To and from brokerage accounts** may have different transfer cut-off times or posting times.
- Initiated through the Service for **person-to-person payments** may have different transfer cut-off or posting times.

#### **4(c). System Maintenance**

Sometimes you may not be able to access one or more of your Eligible Accounts or Online Financial Services due to system maintenance or circumstances beyond our control. During these times, you may be able to call Online Customer Service at **1-800-956-4442**, use a Wells Fargo ATM or visit a Wells Fargo branch to obtain information about your Eligible Accounts. For brokerage accounts and services, use our touch-tone service if you're enrolled, contact your Financial Advisor or call **1-877-879-2495**.

#### **4(d). Account Linking and Display**

Once you enroll for the Service, you can link and display certain Eligible Accounts. Eligible Accounts that are linked and displayed through the Mobile Banking Service may be subject to certain limitations and restrictions.

Eligible Accounts will appear on your Account Summary page on the Website without regard to who else may have an ownership interest in each Eligible Account.

## **5. Business Eligible Accounts: Additional Provisions**

If you have a Business Eligible Account or Business Online Financial Service, before authorizing access to the Service, we may require (based on terms, conditions, or other agreements) any Authorized Representative to enter into this Agreement, as amended. Once such Authorized Representative has entered into this Agreement, we may allow the Authorized Representative to:

- Access each Business Eligible Account of yours in any manner and for any purpose available through the Service, whether available now or at some time in the future.
- Use any Online Financial Service in any manner and for any purpose available through the Service, whether available now or in the future.

## **6. Digital Bill Pay (Wells Fargo Bill Pay)**

- (a). [Description](#)
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- (k). [Acknowledgments and Agreements](#)

### **6(a). Description**

Wells Fargo Bill Pay ("Bill Pay") lets you schedule bill payments through the Service. You must have at least one Eligible Account that is either a Wells Fargo checking account, a *Wells Fargo Advisors* brokerage account with the Brokerage Cash Services feature ("Brokerage Cash Services account") or Priority Credit Line accessible through the Service, to use Bill Pay. You have to be enrolled in the Service to use Bill Pay. You authorize us to add Eligible Accounts that are Wells Fargo credit card or loan accounts as payees in Bill Pay, but depending on your history related to those accounts, we may not automatically establish them as your Bill Pay payees. For certain providers, you may have to provide additional identification information to see the bill detail information from our Website; or you may have to visit your provider's site directly to see bill detail information.

You can arrange, at your option, for the payment of your current, future, and automatic (recurring) bills from the accounts listed below. Please note that these accounts, called “Funding Accounts,” have certain payment limits, also listed below.

<b>Account Type</b>	<b>Payment Limit</b>
Wells Fargo checking accounts	\$50,000 per payment
Wells Fargo Money Market Checking accounts	\$50,000 per payment
Wells Fargo business credit card accounts	\$10,000 per payment and per day
Wells Fargo BusinessLine® accounts	\$25,000 per payment and per day
Certain Wells Fargo home equity line of credit accounts	\$10,000 per payment and per day
Certain Wells Fargo personal lines of credit	\$5,000 per payment and per day
The <i>Wells Fargo Advisors</i> Brokerage Cash Services and Priority Credit Line	\$50,000 per payment

Bill Pay payments made with an eligible credit account cannot be used to make payments on other Wells Fargo credit products. A Funding Account may not be used to pay any part of the balance you owe on that Funding Account. Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Funding Account. A Funding Account must remain linked to the Service in order to use the Funding Account for current, future, and automatic (recurring) Bill Pay payments.

Other than as stated above, there is no limit to the number of payments that may be authorized (except that (i) payments funded with a credit account are limited to the total of the available credit in the account when payments are made, and (ii) the number of transfers from an eligible money market checking account is limited as detailed in the Wells Fargo Deposit Account Agreement).

You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check.

Wells Fargo offers a [Bill Pay Payment Guarantee](#) which applies to the use of Bill Pay in certain circumstances. The Bill Pay Payment Guarantee doesn’t apply to payments made to payees outside the continental United States, to any federal, state, or local tax agency; or to court-ordered payments, since we can’t guarantee correct delivery or routing. Bill Pay should not be used to transfer or deposit funds to another financial institution with the intent to deposit funds into a checking, savings, brokerage, or other deposit type of account. We can’t guarantee correct delivery or routing and the Bill Pay Payment Guarantee does not cover this type of transfer. If you give us the name and address of a payee, or an image of a payee bill or invoice, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee name or address. Bill Pay payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g., Suite, Room, Floor, Dept., Building, or Unit. If we need to, we’ll change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing and eBill activation.

Bill Pay is intended for your use only. Trying to use Bill Pay to process payments on behalf of someone other than an Owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to Wells Fargo’s strict security and privacy-protection standards. Paper checks processed by non-affiliated third parties may show that they were drawn on the third-party processor, rather than on Wells Fargo Bank, N.A.

The date a Bill Pay payment starts processing is referred to in this Agreement as the “Payment Send On Date.” Specific details about the Payment Send On Date will be provided on the Service Web pages when you schedule a Bill Pay payment. We may, at our option, pay or refuse to make bill payments funded by checking accounts or a Brokerage Cash Services account if it would create an overdraft on those accounts. We will make this decision regardless of whether we’ve previously established a pattern of honoring or dishonoring overdrafts.

If we receive a bill payment drawn against your checking account or a Brokerage Cash Services account, and there are insufficient available funds in your Funding Account to cover the payment, we may at our sole discretion:

- Cover the payment by transferring available credit or funds from an account you have linked for Overdraft Protection, or
- Pay the bill payment and create an overdraft on your account, or
- Decline the bill payment, or
- Re-attempt the bill payment the following business day (until this second attempt is completed, the payment is pending and cannot be cancelled).

Any negative balance on your Funding Account will be governed by your applicable account agreements with us. If a Funding Account is an eligible business credit card or line of credit account, we don't have to make a payment unless that account has sufficient available credit to pay the bill on the Payment Send On Date.

Your account's terms and conditions describe "over limit fees" that may apply to you if any bill payments, associated fees, or finance charges cause your credit account balance to exceed the credit limit. The dollar amount of bill payments through your credit account (whether we make these payments electronically or by check) will be charged to that credit account on the Payment Send On Date.

Finance charges (such as interest and transaction fees) may apply to bill payments funded by a credit account; these charges will be shown to you during the payment scheduling process. Please see your credit account agreement and any written disclosure statements for more information.

If your Funding Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.

#### **6(b). Fees**

There are no monthly service fees for Bill Pay.

#### **6(c). Monitoring**

We don't have any duty to monitor payments made through Bill Pay. If you're a business, and an Authorized Representative of yours uses your Funding Account to pay bills that aren't yours, you assume the entire risk of loss. You also agree to indemnify and hold us and our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney fees) arising from such use.

#### **6(d). Stop/Change Payment**

You have the right to stop or change any scheduled bill payment, but you must do so within the secure online session by 7:00 p.m. Pacific Time, on the Payment Send On Date, either by using Bill Pay or by calling *Wells Fargo Online* Customer Service at **1-800-956-4442**.

After 7:00 p.m. Pacific Time, electronic bill payments that are already in process can't be cancelled or stopped.

You can stop payment on a bill payment sent by paper check by using the Bill Pay secure online session or by calling **1-800-956-4442**. Stop payment requests aren't guaranteed: Payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee it cannot be stopped. If we successfully stop the payment of a paper check, it may take up to seven Business Days for the funds to be credited back to your account.

#### **6(e). Scheduling Payments**

When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the Payment Send On Date (the date your payment starts processing) and the date the payee receives that payment, so you should schedule the payment in accordance with the payment rules displayed on the Make Payment screens. The Payment Send On Date must be at least five full Business Days before the date the payment is due at the payee for check payments and up to three full Business Days (or as shown on the Make Payment screens) for electronic payments. Bill Pay payments sent by check will show the payer of the check as the "Name on Bill" you have provided for that payee record. For scheduling purposes, you should count the first Business Day after your scheduled Payment Send On Date as Business Day one.

Payments must be scheduled before 7:00 p.m. Pacific Time to be processed on that day. We will withdraw funds from your Funding Account on the Business Day following your Payment Send On Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send On Date, if that day is not a Business Day. Payments scheduled from brokerage accounts, if permitted, or a Brokerage Cash Services account may have different cut-off times.

If a paper check is sent and the check is not presented for payment within 90 days, we'll stop payment on the check and credit the check amount back to your Funding Account.

To avoid sending duplicate Bill Pay payments, if you schedule more than one payment to the same payee for the same amount on the same date, only one payment will be sent.

## **6(f). Errors and Liability**

If we don't properly complete a bill payment on time, or in the correct amount, we'll pay any related late fees or finance charges that you reasonably incur as a result, if your account was in good standing with the payee before the incident.

We will also be liable to you if we don't stop a payment according to your order if the order described the payment with reasonable certainty, and the order was received at a time and in a manner that would let us act on it before the payment was sent or in process.

Except as stated in this Agreement, any stop payment provisions of the agreement governing your Eligible Account that apply to checks will also apply to Bill Pay. We aren't responsible for any charges or fees imposed (including finance charges and late fees), or any other action, taken by a payee resulting from a payment that you didn't schedule properly.

Also, we won't be liable if:

- Any other party that is meant to make a payment fails to properly transmit the payment to the intended payee.
- Your Funding Account and/or overdraft protection plan lacks sufficient funds or credit.
- A legal order directs us to prohibit withdrawals from the Funding Account.
- The Funding Account is closed or frozen.
- Any part of the electronic funds transfer system network is not working properly.

We won't be liable for indirect, special, or consequential damages from using Bill Pay. We don't recognize "grace periods", "late after", or "postmarked by" — dates when deciding whether to reimburse late fees or finance charges.

## **6(g). Joint Accounts**

Joint account holders may use the same account as their Funding Account for their individual use of Bill Pay. Each Owner of an Eligible Account and each Delegate with access to that account has the same right of access to account activity — notifying Online Customer Service of suspected loss, fraud, or canceling Bill Pay, etc.

Owners and Delegates (provided they are Authorized Signers) may enroll in Bill Pay individually. If they do, they will need a unique password and will have a separate payee list and payment history.

## **6(h). Termination**

Wells Fargo may terminate your access to Bill Pay without prior notice if you:

- Have Bill Pay and don't schedule or process a payment through Bill Pay for any 24-month period.
- Use or we suspect you have used Bill Pay for other, illegal, fraudulent, or unauthorized purposes.
- Establish more than 999 payees.
- Close your checking account, Brokerage Cash Services account, or Priority Credit Line and don't designate a new checking account, a Brokerage Cash Services account, or Priority Credit Line as a Funding Account within 30 days.

If Wells Fargo terminates your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility.

If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling *Wells Fargo Online* Customer Service at **1-800-956-4442**. Once we have been notified that you have terminated Bill Pay, we'll automatically delete all outstanding payment orders (all individual payments and all recurring payments).

## **6(i). Conflicts Between Sections**

If this Section 6 conflicts with any other provisions of this Agreement, this Section governs with respect to Bill Pay.

## **6(j). Additional Provisions (Business Accounts Only)**

The provisions in this Section 6(j) apply only to bill payments from Business accounts. For payment requests from Business accounts, which are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), we're liable only for damages required to be paid under UCC 4A. We'll never be liable for any exemplary, special, indirect, or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.

## **6(k). Acknowledgments and Agreements**

You agree:

- To pay our fees associated with multiple transaction attempts. Fees may vary depending on the action we take.
- That you will only use Bill Pay to pay bills and invoices, and not for any other purpose.
- That the password security described in Section 21 of this Agreement sets forth security procedures for electronic funds transfers that are commercially reasonable.
- If you don't access your Eligible Accounts through the Service for any 24-month period, we may terminate all or any part of the Service.

## **7. Wells Fargo eBills**

### **(a). [Description of Wells Fargo eBills](#)**

### **(b). [Requirements](#)**

### **(c). [Individual and Joint Responsibility](#)**

### **(d). [Fees](#)**

### **(e). [Hours](#)**

### **(f). [Wells Fargo eBills Statement Delivery](#)**

### **(g). [Termination](#)**

### **(h). [Payment Processing](#)**

### **(i). [Changes to Charges, Fees, or Other Terms](#)**

### **(j). [Questions/Errors](#)**

### **(k). [Disputes](#)**

### **(l). [Acknowledgments and Agreements](#)**

### **7(a). Description of Wells Fargo eBills**

This Section describes the delivery of electronic payment statements ("Wells Fargo eBills") for certain types of Wells Fargo loans and line of credit products through Bill Pay. Wells Fargo credit products eligible for Wells Fargo eBills are identified in the Bill Pay portion of the Website, "Eligible Credit Accounts." We may add or remove categories of credit products from the list of Eligible Credit Accounts at any time.

### **7(b). Requirements**

To receive your Wells Fargo eBills through Bill Pay, you must be enrolled in Bill Pay. To view, print, and/or save your online statement and legal notices, your computer software must meet the requirements provided on the [Website](#). We'll email you to let you know when we receive a statement and you can view, print, and/or save at your convenience. By requesting that bills, statements, or other communications from us be sent to you electronically, you warrant that you have the right, power, and authority to get them.

### **7(c). Individual and Joint Responsibility**

Any individual borrower on your loan, line of credit, or account can enroll in Wells Fargo eBills. Regardless of the individual who enrolls in Wells Fargo eBills, the terms of this Agreement apply to all borrowers, individually and jointly.

### **7(d). Fees**

There are no monthly or transaction fees for Wells Fargo eBills.

### **7(e). Hours**

Please refer to Section 3(a) of this Agreement.

### **7(f). Wells Fargo eBills Statement Delivery**

To discontinue paper payment statement delivery, or resume paper payment statement delivery, see Section 16 "Online Statements and Documents" for more details.



### **7(g). Termination**

Please refer to Section 6(h) of this Agreement. Those provisions also apply to Wells Fargo eBills.

### **7(h). Payment Processing**

Please refer to Section 6(a) of this Agreement. Those provisions also apply to Wells Fargo eBills.

### **7(i). Changes to Charges, Fees, or Other Terms**

We reserve the right to change the charges, fees, or terms for Wells Fargo eBills. If we make a change, we'll provide notice to you in accordance with terms of this Agreement. We also reserve the option, in our business judgment, to waive, reduce, or reserve charges or fees in individual situations.

### **7(j). Questions/Errors**

In case of questions or errors about Wells Fargo eBills or Bill Pay, call **1-800-956-4442**. We must hear from you no later than 60 days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your question in writing within 10 Business Days.

When you tell us about the problem, please include:

- Your name and account number.
- A description of the error or the transaction you're unsure about, why you believe it is in error, and what additional information you need.
- The dollar amount and date of any suspected error.
- We'll inform you of the results of our investigation within 10 Business Days after we hear from you or receive your complaint or inquiry in writing (if required). We'll let you know if we require more than 10 Business Days to investigate your question; if we need more time, we may take up to 45 calendar days to complete our investigation.

We will promptly correct any existing errors. If we determine that there was no error, we'll send you a written explanation after we finish our investigation.

If we don't complete a transaction on time, or in the correct amount according to our agreement with you, we'll indemnify and hold you harmless for your losses or damages.

However, we won't be liable if:

- You, or anyone you allow, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunications device, or any part of the electronic funds transfer system is not working properly.
- You have not properly followed the instructions for using Wells Fargo eBills or Bill Pay.
- Circumstances beyond our control (such as fire, flood, or improper transmission or handling of payments by a third party) prevent the payment, despite reasonable precautions taken by us.

### **7(k). Disputes**

Disputes between you and Wells Fargo under this Agreement that relate to your account(s) are subject to the provisions of your promissory note, line of credit agreement, credit card agreement and disclosure statement, mortgage, deed of trust, or security instrument (as applicable) and applicable legal remedies.

### **7(l). Acknowledgments and Agreements**

- You understand and agree that Wells Fargo eBills are provided for your convenience, and payments due continue to be your responsibility as stated in your promissory note, line of credit agreement, mortgage, deed of trust, credit card agreement, or security agreement for each Eligible Loan Account, as applicable.
- For eBill accounts that are in default or subject to the automatic stay in bankruptcy, we may elect to discontinue delivering eBills.
- By activating Wells Fargo eBills, you agree to abide by the terms and conditions stated in this Section to get Wells Fargo eBills, and to get other related communications electronically. You must enroll each Eligible Credit Account individually in Wells Fargo eBills.
- In addition to this Agreement, you agree to be bound by, and will comply with, the requirements of the rules and regulations of any funds transfer system and applicable state and federal laws and regulations. We agree to be bound by them also.

## 8. Third-Party eBills Service

- (a). [Description of Third-Party eBills Service](#)
- (b). [Information Required for Third-Party eBill Setup](#)
- (c). [Timing of Third-Party eBills](#)
- (d). [Cancelling Third-Party eBills](#)

### 8(a). Description of Third-Party eBills Service

Third-party eBills are electronic versions of paper bills made available from participating companies. eBills are updated automatically once the eBill is received from participating companies. If the company you are setting up for bill payment offers eBills, we will let you know that the eBill service is available and guide you through the enrollment process.

### 8(b). Information Required for Third-Party eBill Setup

Companies may require you to provide certain information in order to verify your identity and validate your eligibility to receive an eBill. Wells Fargo does not control what criteria or information a company uses for their eBill setup. Please refer to the company's privacy policy or contact the company directly if you have concerns over the company's collection, use and storage of your data. Once an eBill request is submitted, it may take up to ten (10) business days for a company to approve your eBill request. We will send you an email alert regarding the status of your eBill activation.

### 8(c). Timing of Third-Party eBills

Since eBills are controlled by third-party companies, Wells Fargo takes no responsibility for any late charges or other adverse consequences if a company delays delivery or fails to deliver an eBill. If you do not receive an eBill or have questions about an eBill, please contact the company directly.

### 8(d). Cancelling Third-Party eBills

To stop receiving eBills, log on to *Wells Fargo Online* and follow the instructions to stop receiving the bill online from the Bill Pay screens.

When you submit an eBill cancellation request, Wells Fargo will send a request to the company to stop sending this bill electronically. Please allow up to ten (10) business days for this to take effect. Your eBill status will show as "Pending deactivation" in *Wells Fargo Online* until the company acknowledges the request. You will continue to receive eBills during this time.

## 9. Wells Fargo Same Day Payments<sup>SM</sup> Service

- (a). [Description](#)
- (b). [Overdrafts](#)
- (c). [Fees](#)
- (d). [Monitoring](#)
- (e). [Stop/Change Instructions](#)
- (f). [Scheduling Payments](#)
- (g). [Errors and Liability](#)
- (h). [Additional Provisions \(Business Accounts Only\)](#)

### 9(a). Description

The Wells Fargo Same Day Payments Service ("SDP Service") is intended only for your use as the subscriber to the service. It lets you make one-time same-day payments to a participating payee for an additional fee.

- You must be enrolled in Bill Pay to use the SDP Service.
- You can make a same day payment only from an Eligible Wells Fargo checking account, a Brokerage Cash Services account or Priority Credit Line (the "SDP Service Account"), up to a maximum of \$50,000 per payment.
- You can't use accounts that require two or more signatures or authorizations to withdraw or transfer funds with the SDP Service.

By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. If we need to, we'll reformat your payee account number to match the format your payee requires for electronic payment processing.

The SDP is intended for your use only. Trying to use SDP to process payments on behalf of someone other than an Owner is prohibited and will be grounds for termination of SDP and your access to the Service.

We may use nonaffiliated third parties acting on our behalf to process your same-day payments. These third-party processors must adhere to Wells Fargo's strict security and privacy protection standards.

For a same day payment request submitted before the applicable cutoff time displayed on the Make Payment screens, we'll debit your SDP Service Account and send funds to the payee that same day (which may be a non-Business Day).

### **9(b). Overdrafts**

We may pay, or refuse to make, the same day payment if it would create an overdraft on your SDP Service Account. We will make this decision regardless of whether we've previously established a pattern of honoring or dishonoring overdrafts.

We may take any of the following actions at our sole discretion, if we get a same day payment drawn against your SDP Service Account and there aren't enough available funds in your SDP Service Account to cover the bill payment without prior notice to you:

- **Cover the same day payment** in accordance with the terms of any written overdraft protection plan that you and we have established; or
- **Pay the same day payment** and create an overdraft to your SDP Service Account; or
- **Decline to make the same day payment.**

Any negative balance on your SDP Service Account will be governed by your agreements with us about the SDP Service Account. You agree to pay any applicable overdraft fees, which may vary depending on the action we take.

### **9(c). Fees**

The SDP Service has [service fees](#).

### **9(d). Monitoring**

We aren't required to monitor payments made through the SDP Service. If you're a business, and your Authorized Representative uses your SDP Service Account to pay bills that aren't yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising from such use.

### **9(e). Stop/Change Instructions**

Payments that are in process cannot be canceled or stopped. You can't cancel a same day payment after you submit it.

### **9(f). Scheduling Payments**

You may make a same day payment to a participating payee by submitting your request before the cut-off time specified on the Make Payment screens. For each same day payment, you get a separate payment confirmation notice that confirms:

- That your same day payment has been made.
- Details of the payment.
- A payment reference number.

The SDP Service permits duplicate payments on the same day: If you schedule more than one payment to the same payee, for the same amount on the same date, all of the scheduled payments will be sent.

### **9(g). Errors and Liability**

If we don't properly complete a same day payment on time, or in the correct amount, we'll pay any resulting late fees or finance charges you reasonably incurred, so long as your account was in good standing with the payee before the error.

We aren't responsible for any charges imposed (including finance charges and late fees) or any other action taken by a payee resulting from a payment that you didn't schedule properly. Also, we aren't liable if:

- Any other party making a same day payment fails to properly transmit the payment to the intended payee.
- There are insufficient available funds or credit availability in your SDP Service Account and/or overdraft protection plan.
- A legal order directs us to prohibit withdrawals from the SDP Service Account.
- The SDP Service Account is closed or frozen.
- Any part of the electronic funds transfer system network is not working properly.

We aren't liable for indirect, special, or consequential damages arising from using the SDP Service. We don't recognize "grace periods" or "late after" dates when deciding whether to reimburse late fees or finance charges.

## 9(h). Additional Provisions (Business Accounts Only)

The provisions in this Section apply only to same day payments from business accounts. For payment requests from Business Eligible Accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), we’re liable only for damages required to be paid under UCC 4A. In no event will we be liable for any special, indirect or consequential loss, damage, costs, or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law. You agree that the security procedures required by us under this Agreement set forth security procedures for electronic funds transfers that are commercially reasonable.

## 10. Bank-to-Bank Transfer Service

- (a). [Description](#)
- (b). [Information Authorization for non-Wells Fargo Accounts](#)
- (c). [Accounts](#)
- (d). [Transfer Types and Limitations](#)
- (e). [Authorization](#)
- (f). [Transfer Service Changes and Discontinuation](#)
- (g). [Suspension, Reinstatement, and Termination](#)
- (h). [No Unlawful or Prohibited Use](#)
- (i). [Account Number Policy](#)
- (j). [Joint Account Holder](#)
- (k). [Your Responsibility for Errors](#)
- (l). [Our Liability](#)
- (m). [Security](#)

### 10(a). Description

Bank-to-Bank Transfer Service (“Transfer Service”) lets you transfer funds:

- From your Wells Fargo checking and/or savings accounts to your accounts at other United States financial institutions (“Financial Institutions”);
- From your accounts at other Financial Institutions to your Wells Fargo checking and/or savings accounts;
- From your brokerage accounts with Wells Fargo affiliates (excludes self-directed brokerage arrangements that are part of a retirement plan) to your checking and/or savings accounts at other Financial Institutions; and
- From your checking and/or savings accounts at other Financial Institutions to your brokerage accounts with Wells Fargo affiliates.

In this Section “Account(s)” refers to each of the accounts referenced above.

For brokerage clients, Wells Fargo provides the online transfer access on the Website and the brokerage affiliate transfers the money according to requests made on the Website.

In addition to the terms of the Agreement, your use of the Transfer Service is subject to:

- Terms or instructions appearing on the screen when using the Transfer Service; and
- Our rules, procedures, and policies and the account agreements applicable to the Accounts used in the Transfer Service.

To use the Transfer Service you must:

- Be of legal age and a resident of the United States;
- Have at least one Account with us; and
- Agree to the E-Sign Consent and this Agreement; and
- Be enrolled in a Service.

If your Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer Service.

## 10(b). Information Authorization for non-Wells Fargo Accounts

We may verify the Accounts that you add to the Transfer Service. You authorize us to validate the Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments credited to and debited from your non-Wells Fargo Account. Once the test transfer is complete we may ask you to access this Account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify Accounts by requiring you to submit proof of ownership of the Account(s).

## 10(c). Accounts

By using the Transfer Service, you represent and warrant to us that:

- You own or are an Authorized Signer on the Account held with us and at the non-Wells Fargo Financial Institution;
- Your Account at the non-Wells Fargo Financial Institution is a United States account;
- Your Account and applicable law permit transfers;
- When transferring funds to and from a Wells Fargo affiliate brokerage Account, the non-Wells Fargo Account is a checking or savings account and is not a brokerage or other type of financial account;
- You have the right to authorize and permit us to access your Accounts to complete such funds transfers or for any other purpose authorized by this Section;
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third party rights; and
- Information you provide to us is true, current, accurate and complete.

You hereby authorize and permit us to use information you submit to make transfers and to configure the Transfer Service to be compatible with the Accounts.

At all times your relationship with each non-Wells Fargo Financial Institution is independent of Wells Fargo and your use of the Transfer Service. We will not be responsible for any acts or omissions by the non-Wells Fargo Financial Institution, including without limitation, any modification, interruption, or discontinuance of any Account by such Financial Institution, or by any other third party.

Not all types of accounts are eligible for funds transfer. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types. Excess activity fees may apply if you exceed federally-mandated transaction limits for savings accounts. For more information, please refer to your account agreement with the Financial Institution that maintains your Account.

## 10(d). Transfer Types and Limitations

**Type of Transfers.** We may add new features to the Transfer Service, including a next day service and a higher limit 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 a funds transfer that we believe may violate applicable law.

**Frequency of Transfers.** We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules and regulations governing the applicable Accounts. For security and risk management reasons we may modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of Wells Fargo.

**Dollar Amount of Transfers.** You may not make funds transfers in excess of dollar limits for the Transfer Service. We reserve the right to change the dollar amount of funds transfers you are permitted to make using our Transfer Service. In the event that your use of the Transfer Service has been suspended and reinstated as provided below (see Section 10(g) Suspension and Reinstatement of Transfer Service), 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.

**Transfers subject to the Rules of the Accounts.** All funds transfers are subject to the rules and regulations governing the relevant Accounts. You may not initiate any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such Account including rules or regulations designed to prevent the transfer of funds in violation of the Office of Foreign Asset Control (OFAC) regulations.

**Failure or Rejection of Transfers.** Upon learning that the funds transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the funds transfer fails, we will notify you to contact your non-Wells Fargo Financial Institution to learn more about the failure.

We reserve the right to decline (i) any funds transfer, or (ii) to submit funds transfer instructions or orders, or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the non-Wells Fargo Accounts to make any funds transfer you request that we make on your behalf through the Transfer Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- 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.

We may make the decision regardless of whether we may have previously established a pattern of honoring or dishonoring overdrafts. Fees 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).

**Your Right to Cancel a Transfer.** Payments that are in process cannot be cancelled or stopped. When the Transfer Service offers recurring and/or future one time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer Service or by contacting us at *Wells Fargo Online* Customer Service at **1-800-956-4442**.

#### **10(e). Authorization**

You agree that your transfer instructions are the authorization for us to complete the funds transfer. You authorize us to select any means to execute your funds transfer instructions, such as the Automated Clearing House (ACH), wire transfer, or check. You will be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or ACH rules as published by the National Automated Clearinghouse Association (NACHA).

We will make all reasonable efforts to process your transfer requests in a timely manner; 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. For Wells Fargo Accounts, any interest earned on such funds during the hold period will remain the property of Wells Fargo. For brokerage Accounts at a Wells Fargo affiliated broker-dealer, any interest will remain in the brokerage Account.

To complete your funds transfer we may utilize ACH transfers, which will result in a debit to one of your Accounts and a credit to another of your Accounts. All Wells Fargo ACH transfers go through a Wells Fargo transfer account. For ACH debit entries (which debit your other Account and credit your Wells Fargo Account), Wells Fargo Bank typically holds funds for 3-4 business days to make sure that the item will not be returned unpaid before we will credit your Account. The hold times may vary for brokerage accounts at a Wells Fargo affiliated broker-dealer. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and for any returned item fee.

We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated.

#### **10(f). Transfer Service Changes and Discontinuation**

Depending on the type of transfer or the type of your Wells Fargo Account we may charge fees, for the use of the Transfer Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer Service.

We may modify or discontinue the Transfer Service or your Account(s) with us, with or without notice, without being liable to you, any other user or any third party.

#### **10(g). Suspension, Reinstatement, and Termination**

Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer Service. For example, if there is a failure in attempting to debit any of your Accounts or to collect any of your funds transfers as described above. 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**.

In our sole discretion we may grant or deny reinstatement of your use of the Transfer Service. If we agree to reinstate you, we may initially reinstate your Transfer Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law, we may terminate your right to use the Transfer Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer Services.

#### **10(h). No Unlawful or Prohibited Use**

As a condition of using the Transfer Service, you warrant to us that you will not use the Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Transfer Service or by any applicable law or regulation. You further warrant and represent that you will not use the Transfer Service in any manner that could damage, disable, overburden, or impair the Transfer Service or interfere with any other party's use of the Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Transfer Service. These warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### **10(i). Account Number Policy**

If the instructions for a transfer under the Transfer Service identify a bank or beneficiary by name and account number, we or the relevant Financial Institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and numbers.

#### **10(j). Joint Account Holder**

By using the Transfer Service, you confirm that, if your Accounts are held jointly, your joint account holder has consented for you to use your Accounts for the Transfer Service. Each joint account holder on Accounts at Wells Fargo has the right of access to account activity and to view transfers scheduled to be debited from the Wells Fargo Account.

For your Wells Fargo Bank checking and savings Accounts, a joint account holder may cancel, but not edit, any pending or scheduled transfer where funds are being transferred from a Wells Fargo Bank Account if the cancellation occurs before the transaction is sent for processing. We may end your use of the Transfer Service if any joint account holder notifies us that (i) the joint account holder never consented to your use of our Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) the joint account holder is withdrawing consent for you to use the joint account for the Transfer Service.

For your brokerage accounts with Wells Fargo affiliates, any joint account holder may cancel or edit online any pending transfer or scheduled transfer if the cancellation occurs before the transaction is sent for processing and the cancellation or edit functionality is available online. The brokerage account agreement between you and the Wells Fargo brokerage affiliate sets forth the terms and conditions relating to joint accounts.

#### **10(k). Your Responsibility for Errors**

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. Financial Institutions receiving the funds 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. 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. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-Wells Fargo Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

Please see EFT Provisions (Consumers) in Section 13 in this Agreement for terms and conditions that apply to electronic funds transfers that debit or credit a consumer checking, savings, or other asset account and are subject to Regulation E.

## 10(l). Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; or
- Inaccuracy, incompleteness, or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any non-Wells Fargo Financial Institution or by applicable law; or
- Funds transfer limitations set by the non-Wells Fargo Financial Institutions or applicable law; or
- Not enough money in your Account to make the funds transfer; or
- Transfers exceeding the credit limit on any applicable overdraft line; or
- System failures at a non-Wells Fargo Financial Institution and we are unable to complete the transfer; or
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- Third party caused, including your non-Wells Fargo Financial Institution; or
- Any further limitations on liability as otherwise stated in the agreement(s) governing your Account(s) with us.

There may be additional exceptions to our liability stated in this Agreement.

Except as otherwise required by law, we will in no event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty from this Agreement.

## 10(m). Security

**Security Procedures.** The Financial Institution at which your account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. In connection with the Transfer Service we may provide to that Financial Institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that Account.

**Deviating from Security Procedures.** You permit us to authorize your non-Wells Fargo Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.

**Additional Provisions for Business Accounts.** The provisions in this Section 10 apply only to transfers to and/or from business accounts. You agree that the password security described in the OAA and in this Section 10 sets forth security procedures for funds transfers that are commercially reasonable. For transfer requests to and/or from business accounts, which are subject to Article 4A of the Uniform Commercial Code (“UCC 4A”), you agree that we are liable only for damages required to be paid under UCC 4A except to the extent such damages are covered by the Online Security Guarantee. In no event will we be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, lost profits, even if we have been informed of the possibility of such damages, except as may be required by law.



## 11. Wells Fargo ATM Access Codes

- (a). [Description](#)
- (b). [Fees](#)
- (c). [Security](#)
- (d). [Termination](#)
- (e). [Additional Terms Applicable to the ATM Access Codes](#)

### 11(a). Description

You can request a one-time code to use at a Wells Fargo ATM without having your physical Wells Fargo debit or ATM card (“Card”). ATM Access Codes are available for Wells Fargo debit, ATM, and prepaid cards using the *Wells Fargo Mobile* app. Availability may be affected by your mobile carrier’s coverage area. Some ATMs within secure locations may require a card for entry.

Once we receive and validate your request for an ATM Access Code, we will send or generate a code that is good for a single use. We will display this code within our mobile app or send this code to your mobile phone via text message if requested. The length of time that this code can be used will be provided with the code. Use of this code with the associated card personal identification number (PIN) is equivalent to use of the card at a Wells Fargo ATM.

**Frequency and limits on use.** You will be able to make the same type of ATM transactions using the ATM Access Code that you can make using your Card. Frequency and dollar limitations apply to transactions using an ATM Access Code. With each ATM Access Code, you can perform one monetary transaction (such as a cash withdrawal), or one non-monetary transaction (such as a balance inquiry) before your one monetary transaction. Also, ATM withdrawal amounts are subject to your account balance and the current ATM daily dollar withdrawal limits for your Card at Wells Fargo ATMs when in standard and Assisted-Service mode (located in Wells Fargo branches).

**Qualifications.** To use an ATM Access Code, you must have an Eligible Account. Transactions using an ATM Access Code can only be made at Wells Fargo ATMs.

### 11(b). Fees

Wells Fargo does not currently charge a fee for ATM Access Codes. However, your mobile carrier’s message and data rates may apply.

### 11(c). Security

**YOU MAY NOT SHARE THE ATM ACCESS CODE. YOU AGREE TO KEEP IT SECURE AND CONFIDENTIAL. IF YOU DO NOT KEEP THE CODE SECURE AND CONFIDENTIAL, YOU COULD PUT YOUR ACCOUNT AT RISK AND LOSE MONEY.** In the event your code is lost or compromised, you agree to promptly notify Wells Fargo.

### 11(d). Termination

Wells Fargo may terminate or suspend your ability to use ATM Access Codes at any time.

### 11(e). Additional Terms Applicable to the ATM Access Codes

#### **Your liability for unauthorized transactions using an ATM Access Code.**

Tell us AT ONCE if you believe that an ATM Access Code has been lost or stolen, or you believe a transaction using an ATM Access Code has been made without your permission.

**Zero Liability Protection.** Your Card comes with Zero Liability protection for unauthorized transactions that you report promptly. With Zero Liability protection, if your Card or Card number is ever lost or stolen and used without your permission, you must tell us immediately. If you do, you will be reimbursed for unauthorized transactions made using your Card or Card number. The Zero Liability protection we provide Card customers goes beyond what is required by Regulation E. An “unauthorized transaction” is a transaction that does not benefit you that is made by a person who does not have your actual or implied authority.

- If you notify us about the unauthorized transaction **within 60 days** of when the first Account statement showing the unauthorized transaction was delivered, you will be protected for your losses on the Account.
- If you notify us about the unauthorized transaction **after 60 days**, we may not reimburse you for unauthorized transactions. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholder(s) has contributed to the transaction in question.

If your Account statement shows transfers that you did not make or authorize, including those made by your Card, PIN, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that: occurred after the 60-day period and before you provided notice to us; and we could have stopped had you promptly notified us. This will apply even if you report any additional unauthorized transactions within 60 days of when they occurred. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

The following are not considered to be unauthorized transactions under Zero Liability protection, which means you are liable for any transaction:

- By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account;
- By a person you have authorized to use your Card, even if that person has exceeded the authority you gave;
- A merchant has processed in error, or you are unhappy with goods or services you purchased. In these cases, first contact the merchant to resolve the situation.

Zero Liability protection provides you with additional protection compared to Regulation E in the event of unauthorized transactions using an ATM Access Code. However, we must also share the following Regulation E disclosures:

- **Lost or stolen Card or PIN.** You must notify us AT ONCE if you believe your Card, Card number, or PIN has been lost or stolen. This is the best way of reducing your losses. You could lose all the money in the Account(s) that can be accessed by your Card, (plus funds in any line of credit, savings account, or credit card linked to your Account or as part of an overdraft protection plan). Call Wells Fargo Phone Bank at **1-800-869-3557** or write: Wells Fargo, Customer Correspondence, PO Box 6995, Portland, OR 97228-6995.
- **Liability for Card transactions.** You must act immediately by doing the following:
  - If you tell us within two (2) business days after you learn of the loss or theft of your Card, Card number, or PIN, you can only lose up to \$50 if someone uses your Card without your permission.
  - If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, Card number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500.

**Contact us at once in the event of unauthorized transactions using an ATM Access Code or if your ATM Access Code has been lost or stolen.** If you believe that a transaction using an ATM Access Code has been made without your permission or your code has been lost or stolen, call Wells Fargo Phone Bank at **1-800-869-3557** or the number listed on your statement or write: Wells Fargo, Customer Correspondence, PO Box 6995, Portland, OR 97228-6995.

**Bank liability for failure to complete a transfer or withdrawal using an ATM Access Code.** If we do not complete a transfer or withdrawal using an ATM Access Code on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages as specified in these Terms and Conditions. However, there are some exceptions. We will NOT be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer or withdrawal;
- The transfer or withdrawal would go over the credit limit on a credit account linked for Overdraft Protection (if applicable);
- The ATM where you are making the transfer or withdrawal does not have enough cash or is not working properly and you knew about the breakdown when you started the transaction;
- Circumstances beyond our control (such as fire, flood, or power failure) prevent the transfer or withdrawal, despite reasonable precautions we have taken.

**Receipts at ATMs.** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. You can also choose to email the receipt to your personal email address on file or your Message Center. For personal debit and ATM cards, you can also choose to text your receipt to the mobile phone number on file.

**In case of errors or questions about transactions using an ATM Access Code.** Telephone the Wells Fargo Phone Bank at **1-800-869-3557** or write Wells Fargo, Customer Correspondence, PO Box 6995, Portland, OR 97228-6995, if you think your statement or receipt is wrong or if you need more information about a transaction using an ATM Access Code listed on the statement or receipt.

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
- Describe the error or the transaction using an ATM Access Code 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, however, we may take up to 45 days to investigate your complaint or question about your transaction using an ATM Access Code, and if so we will provisionally 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. The 10 Business Day period described in this Section is changed to 20 Business Days if the transaction using an ATM Access Code at issue occurred during the first 30 days your account is open. The 45-day period described in this Section is changed to 90 days for errors involving new accounts.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in the investigation.

**Use of Information.** You agree that we may obtain such additional information as we deem reasonably necessary to insure that you are not using the ATM Access Code 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 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 transactions using an ATM Access Code or providing the ATM Access Code.

You authorize us to use information you provide to us in order to:

- Initiate and complete transactions using an ATM Access Code; and
- Provide ancillary and supporting services in accordance with your instructions.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions using an ATM Access Code, or to verify the existence and condition of your account. The third parties may include, but are not limited to, transaction processors, clearinghouses, credit bureaus, and merchants.

## 12. Wells Fargo Mobile Deposit Service

- (a). [Description](#)
- (b). [Qualification](#)
- (c). [Conditions to Provision of the Mobile Deposit Service](#)
- (d). [Fees](#)
- (e). [Creating and Transmitting Electronic Checks to Us](#)
- (f). [Processing Your Electronic Check\(s\)](#)
- (g). [Exception Checks](#)
- (h). [Deposits to the Mobile Deposit Eligible Account](#)
- (i). [Your Representations and Warranties to Us](#)
- (j). [Your Agreement to Indemnify](#)
- (k). [Termination](#)
- (l). [Right to Audit](#)

### 12(a). Description

- The *Wells Fargo Mobile* Deposit Service (“Mobile Deposit Service”) is only available through the *Wells Fargo Mobile* app. The Mobile Deposit Service enables you to use a *Wells Fargo Mobile* application and certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain eligible paper checks and to transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Section. “Electronic Check” means the electronic image of, and electronic information derived from, a paper check. After we receive your transmission, we will review each Electronic Check. For each Electronic Check that we determine is eligible for processing as described below, we will:
  - Create a substitute check that we will present directly or indirectly to the bank
    - On which the original paper check to which the Electronic Check relates is drawn, or
    - At or through which the paper check is payable (each, a “Paying Bank”);

- Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
- Present or post any Electronic Check for which we are the Paying Bank.

### **12(b). Qualification**

In order to enroll in the Mobile Deposit Service, you must be designated as an authorized signer or owner of a Wells Fargo checking, savings, or Brokerage Cash Services account that is eligible for this Mobile Deposit Service (“Mobile Deposit Eligible Account”), and be approved by us.

### **12(c). Conditions to Provision of the Mobile Deposit Service**

As conditions to our provisioning the Mobile Deposit Service, you shall:

- Maintain the Mobile Deposit Eligible Account in good standing,
- Subscribe to *Wells Fargo Online* or *Wells Fargo Business Online Service*,
- Download the *Wells Fargo Mobile* app on an eligible mobile device, and
- Comply with such restrictions or dollar limits on the Service as we may communicate to you from time to time.

### **12(d). Fees**

The Mobile Deposit Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Mobile Deposit Service. If you continue to use the Mobile Deposit Service after the fee becomes effective, you agree to pay the service fee that has been disclosed or otherwise made available to you, as may be amended from time to time. Further, you will be required to designate an account with us from which fees for the Mobile Deposit Service will be debited (your “Billing Account”).

Any applicable fees for the Mobile Deposit Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

### **12(e). Creating and Transmitting Electronic Checks to Us**

You shall use the *Wells Fargo Mobile* app to scan eligible paper checks that you wish to deposit to your Mobile Deposit Eligible Account by means of the Mobile Deposit Service and to transmit your Electronic Checks to us. The following items may not be deposited through the Mobile Deposit Service: international checks, U.S. savings bonds, U.S. postal money orders, MoneyGram, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit (convenience checks or “electronically created items”), and cash are not eligible for the Mobile Deposit Service. Except as noted in the preceding sentence, only checks, money orders, cashier’s checks, or traveler’s checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Mobile Deposit Service. Additionally, only items that are made payable to, and indorsed by, you may be transmitted through the Mobile Deposit Service.

### **12(f). Processing Your Electronic Check(s)**

If you transmit your Electronic Check(s) to Wells Fargo before the cut-off time we separately disclose to you (the “Cut-Off Time”) on any Business Day, we shall review and process your Electronic Check(s) on that Business Day. If you transmit your Electronic Check(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Check(s) on the next Business Day. Your Electronic Check(s) is deemed to have been received by us when the Mobile Deposit Service generates a confirmation message.

### **12(g). Exception Checks**

Each Business Day on which we review and process your Electronic Check(s), we will use commercially reasonable efforts to review each Electronic Check and to reject any Electronic Check that we in our sole discretion determine to be ineligible for the Mobile Deposit Service (each, an “Exception Check”). “Exception Check” includes, without limitation, an Electronic Check that:

- Is illegible or contains MICR data that is not machine-readable,
- Was previously processed as an Electronic Check, or
- Is drawn on banks located outside the United States and is not payable at or through a bank located within the United States.

We will notify you of each Exception Check through the *Wells Fargo Online* or *Wells Fargo Business Online* Service, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Check to your Mobile Deposit Eligible Account, you shall do so only by depositing the original paper check on which the Exception Check is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Check as an Exception Check when we review and process the Electronic Check to which the Exception Check relates, the Electronic Check or the substitute check or the alleged substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Check shall not preclude or limit the obligation of you to us under Section 12(i).

#### **12(h). Deposits to the Mobile Deposit Eligible Account**

Subject to our right to identify and reject Exception Checks, we shall be deemed to have accepted each Electronic Check that is not an Exception Check for deposit to the Mobile Deposit Eligible Account on the Business Day that we process the Electronic Check, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Check will be deemed to have been deposited at the office where the Mobile Deposit Eligible Account is maintained.

#### **12(i). Your Representations and Warranties to Us**

You represent and warrant to us that:

- You will use the Mobile Deposit Service only for paper checks payable to, and indorsed by, you.
- Prior to transmitting an image of the check, you will restrictively indorse the back of the check “For Mobile Deposit at Wells Fargo Bank Only” or, where available, by checking the box named “CHECK HERE IF MOBILE DEPOSIT.”
- You will properly secure all hardware you use in connection with the Mobile Deposit Service (including, but not limited to, securing the hardware with a password, PIN or other security credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original paper checks for which you have created an Electronic Check. After transmitting the Electronic Check to us, you will retain the original paper checks for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date (“Retention Period”). You will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to such paper checks. During the Retention Period and upon our request, you agree to provide us with the original paper checks. Once the Retention Period has expired, you will securely and irretrievably destroy original paper checks from which you have previously created and submitted to us an Electronic Check.
- You will not submit any duplicate Electronic Checks to us.
- You will not deposit to your Mobile Deposit Eligible Account or otherwise negotiate any original paper check from which you have previously created and submitted to us an Electronic Check, unless we have notified you that the Electronic Check is an Exception Check.
- You will transmit to us only Electronic Checks that are suitable for processing, including, but not limited to, Electronic Checks that are legible and contain machine-readable MICR data.
- You will review and verify for accuracy the information contained in the Electronic Check(s) before you transmit it to us.
- You will only transmit Electronic Check(s) that are drawn on or payable at or through banks located within the United States.
- You will not store or make a back-up copy of the Electronic Check(s).

#### **12(j). Your Agreement to Indemnify**

You will indemnify, defend, and save us and our parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Section 12(j), “Indemnitees”) harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, “Losses and Liabilities”) by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

- Any negligent or intentional act or omission by you in the performance of your obligations under this Section, including, but not limited to,
  - Duplicate scanning of the same original paper checks,
  - Transmission of duplicate Electronic Checks,
  - Calculation errors of deposit totals,
  - Numerical errors on deposit data entry, and
  - Fraudulent or unauthorized use of your hardware, username, and/or passwords.

- Any material breach in a representation, warranty, covenant, or obligation of you contained in this Section;
- The violation of any applicable law, statute, or regulation in the performance of your obligations under this Section;
- Wells Fargo acting as a “reconverting bank” under the Check Clearing for the 21st Century Act through the creation of “substitute checks” or purported substitute checks using an Electronic Check or an illegible Electronic Check;
- Our presenting to Paying Bank an Electronic Check for payment; and
- Your failure to:
  - Securely maintain your hardware or the original paper check, or
  - Properly and timely dispose of original paper checks in accordance with this Section, in which event such Losses and Liabilities shall include without limitation consequential damages.

You will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) as follows:

- To a drawer of a draft payable through us, we warrant that:
  - The electronic image accurately represents all of information on the front and back of the original check as of the time the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check (“Image Quality Warranty”), and
  - The drawer will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the drawer will be asked to make payment based on a check it has already paid (“No Double Debit Warranty”).

In the case of transfers for collection or payment, we also make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, and the paying bank. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.

- To an owner of a check, we also make the Image Quality Warranty and the No Double Debit Warranty. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
- Through our providing the Mobile Deposit Service to you, we are required to indemnify a depository bank that accepts the original check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.
- If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we are required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from:
  - The electronic image or electronic information is not derived from a paper check;
  - The person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or
  - A person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid.

If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.

This Section 12(j) shall survive the termination of the Mobile Deposit Service.

### **12(k). Termination**

You or we may terminate the Mobile Deposit Service at any time.

### **12(l). Right to Audit**

We may periodically audit and verify your compliance with this Section. You agree to cooperate and provide information or documents at your expense as may be reasonably requested by us in the course of such audit.

## 13. Electronic Funds Transfer Provisions (Consumers)

- (a). [Applicability](#)
- (b). [Your Liability](#)
- (c). [Errors/Unauthorized Electronic Funds Transfers/Questions](#)
- (d). [Documentation](#)
- (e). [Changes to Debit Amounts](#)
- (f). [Stop Payment Orders for Pre-authorized Electronic Funds Transfers](#)
- (g). [Acknowledgments and Agreements](#)

### 13(a). Applicability

The provisions in this Section 13 apply only to electronic funds transfers (EFTs) that debit or credit a Consumer's checking, savings or other asset account and are subject to Regulation E. You can find the terms and conditions that apply to EFTs that debit or credit a brokerage account in your brokerage account agreement, not this Agreement.

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

### 13(b). Your Liability

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:

<i>If you notify us...</i>	<i>Your liability won't exceed...</i>
Within two Business Days after learning of the loss or theft of your password	\$50; or the amount of unauthorized EFTs that occur before notice to us, whichever is less.
More than two Business Days after learning of the loss or theft of your password	\$500; or \$50, plus the amount of unauthorized EFTs that occurred within the two Business Days, plus the amount of unauthorized EFTs that occur after the close of two Business Days and before notice to us.

To avoid liability for subsequent transfers, you must report unauthorized EFTs that appear on a periodic statement within 60 days of our transmittal of the statement. If you don't, your liability won't exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may also be liable for the amounts described in the table above.

If your delay in notifying us was due to extenuating circumstances, we'll extend the times specified in the immediately preceding paragraphs to a reasonable period.

### 13(c). Errors/Unauthorized Electronic Funds Transfers/Questions

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- **Phone.** 1-800-956-4442, 24 hours a day, 7 days a week.
- **Paper Mail.** Wells Fargo Bank, N.A., PO Box 4132, Concord, CA 94518-4917.
- **Email.** Sign on to the Service with your password and use the appropriate form. For questions or errors about online funds transfers, use the Transfers and Deposits Questions form. For questions or errors about bill payment transactions, use the inquiry forms accessible through Bill Pay.

To notify us of errors in brokerage account transfers, follow the procedures in your brokerage account agreement.

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.

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may need you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you, and will promptly correct any error and report the results of our investigation within three Business Days after completing the investigation. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use 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 don't receive it within 10 Business Days, we may not provisionally credit your account.

We may permit you to initiate or monitor the status of certain kinds of complaints or questions electronically on the Website. Complaints or questions you initiate via the process we provide on the Website will be considered as written notification.

For errors involving new accounts, point-of-sale or foreign-initiated transactions, our investigation may take up to 90 calendar days. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We'll tell you the results within three Business Days after completing our investigation.

If we decide that no error occurred, we'll send you an explanation within three business days after the conclusion of our investigation. You can ask for copies of the documents that we used in the investigation.

### **13(d). Documentation**

The cardholder will receive a receipt each time an ATM or in-branch kiosk is used to make an electronic transfer to or from your Eligible Account, unless the cardholder is notified otherwise before completing the transaction. The receipt is evidence of the transaction as recorded by the ATM or the Service; all transactions are subject to posting, final payment or verification. You can use the receipt to reconcile the statement for the Eligible Account.

You have the right to find out whether an EFT was credited to your Eligible Account. To do so, contact us at the number listed on your statement for your Eligible Account.

We'll send you a monthly statement if there are EFTs in a particular month. Otherwise, we'll send you a statement at least quarterly.

### **13(e). Changes to Debit Amounts**

If you authorize a person to regularly debit your Eligible Account, and the amount varies from the previous amount debited, he/she must tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

### **13(f). Stop Payment Orders for Pre-authorized Electronic Funds Transfers**

To place a stop payment order on preauthorized EFTs, call us at the number listed on the statement for your Eligible Account at least three Business Days before the scheduled transfer date. We'll need:

- Your name and the account number associated with the transfer;
- The exact name of the payee;
- The exact payment amount; and
- The scheduled transfer date.

If you don't provide correct and complete information, we may not be able to stop payment of the preauthorized EFT. If we pay a preauthorized EFT despite a valid stop payment order, we may require you to provide us with an affidavit describing in detail the dispute.

### **13(g). Acknowledgments and Agreements**

You agree to indemnify and hold us harmless from and against any loss incurred by us if we don't pay a preauthorized EFT because:

- Any of the information relied upon in the stop payment order is incorrect or incomplete; or
- A valid stop payment order is in effect.



## 14. Alerts

- (a). [Description](#)
- (b). [Alert Delivery Timing](#)
- (c). [Terminating Alerts](#)
- (d). [Acknowledgments and Agreements](#)

### 14(a). Description

Wells Fargo may automatically send you certain alert messages via email, text message, push notification, and/or by other means, including to your mobile device. These messages may include, but are not limited to, notifications about potential fraud on your debit or credit card, recent account activity, or changes to your online profile. You can opt not to receive push notifications by turning off push notifications on your *Wells Fargo Mobile* app. You can opt not to receive certain alert text messages by disabling consent to receive text messages through the Service.

Wells Fargo also offers a subscription based Alerts Service (“Alerts Service”) which you are able to opt-in to through *Wells Fargo Online* or *Wells Fargo Mobile* for your Eligible Account(s). You can sign up for messages that may include but are not limited to, notifications of account activity, balances, card activity and other information, such as payment reminders. When you sign up for the Alerts Service, you may choose to receive eligible alerts through (as available) email message(s), text message(s), push notification(s), and/or by other means. You may modify your Alerts Service preferences or choose to discontinue receiving alerts by updating your alerts subscriptions through the Service.

### 14(b). Alert Delivery Timing

Receipt of any of the alerts we send, whether they are automatic alerts or from the Alerts Service, may be delayed or prevented by factor(s) affecting your internet/phone provider or other circumstances.

Wells Fargo is not liable for losses or damages arising from:

- Non-delivery, delayed delivery, or erroneous delivery of any alert.
- Inaccurate alert content.
- Your use or reliance on the contents of any alert for any purposes.

The information in any alert may be subject to certain delays.

Wells Fargo sends push notifications to devices on which the *Wells Fargo Mobile* app is frequently used. To ensure continued delivery or resume delivery of push notifications, log on to the *Wells Fargo Mobile* app on your device frequently.

### 14(c). Terminating Alerts

Wells Fargo may terminate or change your use of the Alerts Service at any time without notice. We may also change, modify, or cancel either the content or the delivery method of any automatic alerts.

### 14(d). Acknowledgments and Agreements

You acknowledge and agree that:

- Alerts may not be sent encrypted, and may include your name and information pertaining to your account(s).
- You may not modify, change, or alter the content of any alert message that we send to you.

## 15. Predictive Banking

- (a). [Description](#)
- (b). [Use and Termination of Predictive Banking](#)
- (c). [Predictive Banking Delivery Timing](#)

### 15(a). Description

Wells Fargo may utilize predictive banking technology to look at credit and debit payments, as well as other banking transactions, and make suggestions based on this data. You may receive predictive banking notifications while logged in to wells Fargo.com, via email, or other means.

### 15(b). Use and Termination of Predictive Banking

Predictive Banking is offered at Wells Fargo’s sole discretion. Your use may be terminated without notice.

### **15(c). Predictive Banking Delivery Timing**

Wells Fargo isn't liable for losses or damages arising from:

- Non-delivery, delayed delivery, or wrong delivery of predictive banking.
- Inaccurate predictive banking content.
- Your use or reliance on the contents of predictive banking for any purposes.

The information in predictive banking may be subject to certain delays.

## **16. Online Statements and Documents**

### **(a). [Description](#)**

### **(b). [Eligible Accounts](#)**

### **(c). [Enrollment](#)**

### **(d). [Check Images](#)**

### **(e). [Access](#)**

### **(f). [Portfolio by Wells Fargo](#)<sup>®</sup>**

### **(g). [Year-end Tax Reporting Documents](#)**

### **(h). [Terminating Online Statements and Documents](#)**

#### **16(a). Description**

Many account documents — including statements, tax documents, and legal notices — can be delivered online for certain Eligible Accounts and Online Financial Services. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet, or mobile device.

Any legal notices or disclosures about your Eligible Account or Online Financial Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically. Wells Fargo is not responsible for statement non-delivery if you do not maintain a valid email address as described in Section 16(c).

We may offer you additional options/preferences for delivery of various communications related to your Eligible Accounts or Online Financial Services. The following is a brief description of the various features of and requirements for using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

#### **16(b). Eligible Accounts**

Most Eligible Account statements and documents can be delivered online. You can determine online statement eligibility by signing on to the [Website](#).

#### **16(c). Enrollment**

Online statements and documents are available for certain Eligible Accounts or Online Financial Services if you have completed enrollment in the Service and provided us with a valid email address. Once enrolled, we will send you an email notice (as described in Section 14(b)) notifying you when your statement or document is available on the Website. To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

Depending on the Eligible Account or Online Financial Service, one or more of the following may be true:

- Many Eligible Accounts and Online Financial Services automatically come with online-only delivery for statements and documents. This means you will no longer receive paper statements and documents, unless required by law. You can change your delivery preference back to U.S. Mail at any time.
- For Eligible Accounts or Online Financial Services that don't automatically come with online-only delivery, you can choose online-only delivery for that Eligible Account or Online Financial Service.

#### **16(d). Check Images**

For deposit accounts, you may view online images of the individual checks posted to your account. If you currently receive an account statement with check images in paper format, once you choose online-only statements and documents, you will no longer receive the check images as part of the statement. You can ask us to mail a photocopy of a cancelled check to you (additional fees may apply).

### **16(e). Access**

You can access your online statements and documents (including legal notices and disclosures) on the Website.

Statements are available online for up to a maximum of seven years, depending on the type of account enrolled. Statements for some types of Eligible Accounts or Online Financial Services are available for shorter time frames. If you didn't choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of Eligible Accounts or Online Financial Services.

For some types of Eligible Accounts or Online Financial Services, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. You can still request historical account statements (fees may apply); please refer to the applicable account agreement and disclosures for details.

### **16(f). Portfolio by Wells Fargo®**

For *Portfolio by Wells Fargo* customers, only the Owners or Authorized Representative(s) of the primary checking account in the *Portfolio by Wells Fargo* program (Program Owners) will have access to the entire online combined statement.

Other account(s) may be linked to the *Portfolio by Wells Fargo* program in either a Detail Level Format or Summary Level Format, as available:

- If Detail Level Format — all information regarding the linked account will be included in the combined *Portfolio by Wells Fargo* statement in detail. A standalone online-only account statement will be created for the linked account.
- If Summary Level Format — account information will be included in the combined *Portfolio by Wells Fargo* statement in summary and a standalone account statement will be created for the linked account and delivered based on that account's delivery preference.
- The owners of the *Portfolio by Wells Fargo* program, as well as any additional owners of linked accounts are responsible for verifying the accuracy of the account information.

### **16(g). Year-end Tax Reporting Documents**

Online year-end tax documents may be available to customers with certain account types who are enrolled in the Service and provide a valid email address for the Service. You don't have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.

You are entitled to receive paper versions of your tax documents by U.S. Mail. By selecting Online as your Delivery Preference, you are consenting to receive those tax documents electronically instead. Please make note of the following important information:

- Your consent applies to all the tax documents you have designated for Online delivery. The consent for each form designated will remain in effect for every year that form is required to be furnished until the consent is withdrawn in the manner provided below. Tax documents will remain available to you online until at least October 15 of the year in which they are delivered for Eligible Accounts (except for closed accounts, as provided in Section 3(b) of this Agreement).
- You may withdraw your consent to electronic delivery by changing your delivery preferences back to U.S. Mail from the delivery preference section of the Website, by calling customer service at **1-800-956-4442**, 24 hours a day, 7 days a week (*Wells Fargo Advisor* accounts call **1-877-879-2495**), or in writing to Wells Fargo Bank, N.A., PO Box 4132, Concord, CA 94518-4917. Note that Delivery Preference changes will be reflected immediately on the Website but may take up to two business days to take effect. Depending on timing, delivery preference changes for tax documents may not take effect for the upcoming tax season.
- For Brokerage, certain tax forms, 5498 and Fair Market Value information related to your accounts, may be delivered as part of your monthly account statement. If you agree to Online delivery for monthly account statement documents, you also agree to online delivery for these documents.
- You will receive confirmation via email of any change to your Delivery Preference. Should you change your Delivery Preference to U.S. Mail, this email will be the written confirmation of your withdrawal of consent to electronic delivery.
- You may obtain a paper copy of any tax document we deliver electronically by calling customer service at **1-800-956-4442**, 24 hours a day, 7 days a week; or for *Wells Fargo Advisors* accounts, please contact your Financial Advisor or call **1-877-879-2495**. Requesting a paper copy of your electronically-delivered tax document does not change your Delivery Preference or withdraw your consent to electronic delivery.
- Tax documents will no longer be delivered to you electronically if you close the related account or end your online banking relationship with us.

You may update your contact information and email address within the "Security & Support" section found on the Website. To change the email address associated with your brokerage notifications, once you have changed your email, then go to the delivery preference section found within the website.

[Wells Fargo Online Technical Requirements](#) describes in detail the hardware and software you need to access and print your tax documents. In summary, you will need:

- a current version of an Internet browser we support,
- a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer and an operating system capable of supporting all of the above.

You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

We always reserve the right to communicate with you in writing using U.S. Mail, regardless of what other options you have chosen.

#### **16(h). Terminating Online Statements and Documents**

We may terminate Online delivery of statements and documents to you for one or more Eligible Accounts or Online Financial Services, without notice. As provided in Section 28(b) of this Agreement, if you don't access your Eligible Accounts through the Service for any 24-month period, we may terminate your access to all or any part of the Service. As provided in Section 16(c) of this Agreement, we may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

## **17. Using Financial Management Software**

- (a). [Description](#)
- (b). [Online Banking and Bill Pay Access](#)
- (c). [Fees for Online Banking](#)
- (d). [Transfers](#)
- (e). [Bill Pay with Financial Management Software](#)
- (f). [Bill Pay Fees](#)
- (g). [Disclaimers](#)
- (h). [Additional Limitations of Liability](#)
- (i). [Acknowledgments and Agreements](#)

#### **17(a). Description**

Financial Management Software includes: Quicken®, QuickBooks®, Turbo Tax®, Xero, and other software we may identify on the Website. You are responsible for obtaining a valid and separate license agreement with the provider of your Financial Management Software. Your license agreement with the provider of your Financial Management Software may restrict the duration of your online access; we aren't liable for any such limitations or restrictions.

#### **17(b). Online Banking and Bill Pay Access**

We may choose to let you download information into your Financial Management Software from certain Eligible Accounts. We may also let you initiate Bill Pay instructions through your Financial Management Software. The Eligible Accounts for which these options are available will be identified on the Website. We may also add to, modify, or delete any feature of your ability to access the Service through your Financial Management Software.

#### **17(c). Fees for Online Banking**

[Service fees](#) may apply to your use of your Financial Management Software to connect to the Service. Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

We'll designate a Wells Fargo billing account (your "Billing Account") from which the fees will be paid. When you start using your Financial Management Software, you're authorizing us to charge your Billing Account for the fees. If you close your current Billing Account, we reserve the right to designate a Billing Account. If you would like to update your Billing Account, please contact us at **1-800-956-4442**.

If you close all your Eligible Accounts, we'll suspend and/or terminate your access through your Financial Management Software. For information on which accounts are eligible, please contact us at **1-800-956-4442**. Important note for Quicken and QuickBooks users: The monthly service fee to access Online Banking through Quicken or QuickBooks is not prorated. If you choose to cancel your service mid-cycle, a charge for the entire month will be assessed.

#### **17(d). Transfers**

You may transfer funds from Eligible Accounts. The number of transfers from an eligible savings account is limited, as detailed in the applicable account agreement.

Each Business Day has a cut-off time for funds transfers. Transfers made after the cut-off time or transfers made on a Saturday, Sunday, or federal holiday will be made the next Business Day.

#### **17(e). Bill Pay with Financial Management Software**

If you're enrolled in and use the Bill Pay service through your Financial Management Software, you may use the service to pay any merchant or individual in the U.S, and may also use it to make payments for any bank mortgage, installment loan, credit card, or line of credit account.

You must designate through your software an Eligible Account from which bill payments may be made (your "Funding Account"). You may designate more than one Funding Account.

Each Business Day has a cut-off time for bill payments; payments made after the cut-off time or on Saturdays, Sundays, or federal holidays will be made the next Business Day.

All payments made using the Bill Pay service should be made at least four Business Days in advance of the due date, so the payee/merchant can credit your account in time to avoid any late-payment charges or penalties.

#### **17(f). Bill Pay Fees**

[Service fees](#) apply to accessing Bill Pay through your Financial Management Software and are detailed on the Website. Your Internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

We'll designate a Billing Account at Wells Fargo from which fees for Bill Pay through your Financial Management Software will be paid. When you start using Bill Pay through your Financial Management Software, you're authorizing us to charge your Billing Account for the fees. If you close your current Billing Account, we reserve the right to designate a new deposit account as your Billing Account. If you would like to update your new Billing Account, please contact us at **1-800-956-4442**.

If you close all your Eligible Accounts, we'll suspend and/or terminate your access through your Financial Management Software. For more information on which accounts are eligible, please contact us at **1-800-956-4442**.

#### **17(g). Disclaimers**

- 1. You agree that the Eligible Account information you download through your Financial Management Software is provided to you "as is" and "as available."**
- 2. You agree that we make no warranties and have no liability as to:**
  - a. Your access and use of your Financial Management Software according to the terms and conditions of any and all applicable license agreements with the providers of such Software;**
  - b. The accuracy, completeness, availability or timeliness of the Eligible Account information, text, graphics, or other items in the Eligible Account information that you can download through your Financial Management Software;**
  - c. The errors or omissions in the delivery or transmission of the Eligible Account information from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and**
  - d. The download option's fitness for a particular purpose and non-infringement of any third party rights.**
- 3. Although payments to the following types of Payees may be scheduled through the Service, such payments are discouraged and are scheduled by you entirely at your own risk; IN NO EVENT WILL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES THAT MAY RESULT IF YOU SCHEDULE PAYMENTS TO THE FOLLOWING PAYEES:**
  - a. Payees outside of the United States, including Canada;**
  - b. Payees to U.S. Territories;**
  - c. Tax payments;**
  - d. Government agencies, or**
  - e. Court-ordered payments (such as child support payments or traffic tickets). We have no obligation to research or resolve any claim that may result from these types of payments, nor are we responsible for any late payment-related charges when these types of payments are scheduled and/or processed through the Service. All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility.**

4. We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the Service properly to ensure that funds are transferred and bills are paid properly and timely. We won't be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we won't be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.
5. In using the Service, you understand that payees and/or the U.S. Postal Service may return payments for various reasons such as, but not limited to, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.
6. Your Financial Management Software may provide the option of disabling selected features of the Service. To disable any feature of the Service, you MUST contact us by calling 1-800-956-4442 with your notification.
7. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.
8. Bill Pay payments made via your Financial Management Software are NOT covered by Wells Fargo's Bill Pay Payment Guarantee.

#### 17(h). Additional Limitations of Liability

You agree that we won't be liable to you for:

- Your inability to use the download, transfer, and/or bill pay option;
- The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information, transfer, bill payment, or any other information;
- Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- Your inability to access your Eligible Account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), natural disasters, strikes, or other labor problems); or
- Any other matter relating to the download, transfer or bill pay option.

#### 17(i). Acknowledgments and Agreements

You understand and agree that:

- Not all the information in your Eligible Accounts can be downloaded into your Financial Management Software.
- Information you can download may not include all of your account activity.
- Statements we generate are the official record of account transactions, positions, and balances; the information you download is for tracking purposes only and should not be considered an official record.
- Account information won't necessarily reflect banking, financial, or investment activities and transactions that have not yet been completed or settled, and will only reflect the account information in your Eligible Accounts at the exact point in time that you download the information (for example, trades that have not yet been settled may not be reflected).
- Account information in your Eligible Accounts may reflect transactions as of a prior time period and may not be current when you download the information.
- We won't automatically update account information that you download to your Financial Management Software. You will have to update the Eligible Account information by downloading more current information from your accounts (for example, stock prices, and/or the value of the investments we hold in your brokerage account, may be reflected at the prices at the close of the prior trading day and not at the current prices).
- Eligible Account information may include information you provided to us (for example, cost or tax basis information for securities we have transferred into your brokerage account); you're solely responsible for the accuracy of this information.
- We aren't liable for any loss, damages, or expenses of any kind as a result of your reliance upon the Eligible Account information in your Financial Management Software (which may not be up to date and may not include pending transactions such as a stock sales or purchases that haven't settled).
- You assume all risk that unauthorized third parties may access any Eligible Account information you download and store in your Financial Management Software.

- If you send information in an unsecure manner or take the Eligible Account information out of our secure systems by downloading it, we're no longer responsible for the security and confidentiality of that information, and the responsibility is now yours (or may be shared with others, such as your Financial Management Software provider).
- We aren't responsible for the security and confidentiality of the Eligible Account information if you:
  - Use wireless connections to download your account information, in which case you acknowledge other persons may be able to access the information being downloaded; or
  - Let others access or use your Financial Management Software.
- Downloads of Eligible Account information are at your own risk. You are solely responsible for any resulting damage to the computer (or other electronic device) to which you download any information.

## 18. Third-Party Software and Content

- (a). [Description](#)
- (b). [Disclaimers](#)
- (c). [Additional Limitations of Liability](#)
- (d). [Acknowledgments and Agreements](#)

### 18(a). Description

**Third-Party Software.** We may offer third-party software tools and products ("Third-Party Software") that you can install on your computer. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

**Third-Party Content.** We may offer information, commentary, and tools supplied by companies not affiliated with us ("Third Party Content"). Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We don't own any interest in, edit, review or endorse any Third-Party Content.

### 18(b). Disclaimers

1. You agree that:
  - a. Any Third-Party Software you download through your Financial Management Software is provided to you "as is" and "as available."
  - b. Any Third-Party Content you review or use is provided to you "as is."
2. You agree that we make no warranties and have no liability as to:
  - a. The accuracy, completeness, availability, or timeliness of the information, text, graphics, or other items provided, stored, evaluated, or processed through the Third-Party Software or Third-Party Content;
  - b. Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your Financial Management Software and/or your computer); and
  - c. The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
3. You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

### 18(c). Additional Limitations of Liability

You agree that we won't be liable to you for:

- Your inability to access or use the Third-Party Software.
- The accuracy, timeliness, loss or corruption, or misdelivery of any Eligible Account information or any other information processed by the Third-Party Software.
- Unauthorized access to your Eligible Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

### 18(d). Acknowledgments and Agreements

You agree and understand that:

- You assume all risk that unauthorized third parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.

- If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary equipment such as a modem, and that you're responsible for all costs associated with accessing the Third-Party Software.

## 19. Communicating with Us

### (a). [Description](#)

### (b). [Complaints and Feedback](#)

#### 19(a). Description

The Service provides email forms for you to ask questions or provide comments. The Service also lets you securely communicate sensitive or confidential information for your *Wells Fargo Advisors* accounts. You can access these email forms after you sign on with your password to a secure session of the Service.

To ensure the security of your Eligible Account information, we recommend that you use only these email forms when asking specific questions about covered Eligible Account(s). Use only the secure messaging feature when sharing sensitive or confidential account information about your *Wells Fargo Advisors* accounts.

You cannot use email to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Service, call **1-800-956-4442**, or call the number listed on your account statement.

For employer-sponsored retirement accounts, please follow the procedures established by your plan administrator or call the Retirement Service Center to speak with a Retirement Service Representative for questions about your retirement account.

#### 19(b). Complaints and Feedback

Your feedback matters. Share your feedback and complaints so we can better serve you.

- Call 1-844-WF1-CARE (**1-844-931-2273**)
- Visit us at [wellsfargo.com/feedback](https://wellsfargo.com/feedback)
- Write to us. For addresses, go to [wellsfargo.com/addresses](https://wellsfargo.com/addresses)
- Talk with a banker at any Wells Fargo banking location

For other online servicing needs, contact us by email through your secure online session, or call Online Customer Service at **1-800-956-4442**.

Please contact us if you have any additional questions.

## 20. Fees

### (a). [Fees for Eligible Accounts and Online Financial Services](#)

### (b). [Payment](#)

#### 20(a). Fees for Eligible Accounts and Online Financial Services

Fees (separately disclosed) in connection with an Eligible Account or Online Financial Service apply when using the Service. [Additional fees](#) may apply to specific services and are disclosed on the Website. Your internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

#### 20(b). Payment

Unless otherwise agreed, you have to designate an account at Wells Fargo to pay fees for Eligible Accounts and Online Financial Services (your "Payment Account"). You authorize us to charge your Payment Account for the fees.

If you close your current Payment Account, you must notify us to designate a new deposit account that will be your Payment Account. In addition, you must cancel your Online Financial Services by notifying us at **1-800-956-4442** or the phone number located on your statement.



## 21. Security

- (a). [Description](#)
- (b). [Usernames and Passwords](#)
- (c). [Protecting Your Security](#)

### 21(a). Description

You need a username and password, or other Wells Fargo approved security and authentication controls, to access your Eligible Accounts and Online Financial Services through the Service. We may set standards for your username and password. We recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To enhance the security of your Eligible Accounts and Online Financial Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time passwords.

We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and “cookies.”

To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes, as described in our [Digital Privacy and Cookies Policy](#).

### 21(b). Usernames and Passwords

You can change your username and/or password within the Service or by calling **1-800-956-4442 (1-877-879-2495** for *Wells Fargo Advisors* accounts).

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time. If we change these standards, you may have to change your password to meet the new standards. We aren't required to give you advance notice that we have changed the standards, or that we're requiring you to change or update your password. You are responsible for keeping your password confidential: We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

### 21(c). Protecting Your Security

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately if you suspect fraudulent activity on your Eligible Account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen, or compromised.
- Someone viewed, downloaded, or deleted electronic records from your Eligible Account or Online Financial Service without your permission.

To notify us:

- **Call 1-800-956-4442** anytime, 24 hours a day, seven days a week;
- **Sign** on at the Website and send us an email through your secure online session; or
- **Write** to Wells Fargo Bank, N.A., PO Box 4132, Concord, CA 94518-4917.

In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law. Our [Online Security Guarantee](#) requires you to fulfill certain responsibilities to invoke the protections it affords in certain instances of unauthorized use of the Service.

## 22. Privacy and Use of Information

### (a). [Description](#)

### (b). [Acknowledgments and Agreements](#)

#### 22(a). Description

The provisions of the privacy notices provided or made available to you in connection with an Online Financial Service or Eligible Account will govern all information we gather from you in connection with using the Service, as applicable. Additionally, your use of the Service is subject to the [Wells Fargo Digital Privacy and Cookies Policy](#). By accessing or using the Service, you understand and agree that Wells Fargo may collect and retain personal or other information about you or the device you use to access the Service.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy](#) for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

#### 22(b). Acknowledgments and Agreements

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you. If your relationship with us is only as a participant in an employer-sponsored retirement or deferred compensation plan, we won't treat this paragraph as authorizing us to market our products and services to you.
- If you access the Service, or use an Online Financial Service, we may track and record your geographic location. We may use automated processes to detect any use of the Service that violates the terms of this Agreement or any applicable law.

## 23. Additional Responsibilities

### (a). [Your Responsibilities](#)

### (b). [Acknowledgments and Agreements](#)

#### 23(a). Your Responsibilities

You are responsible for:

- Actions taken by anyone using the Service after signing in with your username and password, or any other Wells Fargo approved authentication control. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential.
- Ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- Ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up-to-date.
- Ensuring you have a valid email address.

#### 23(b). Acknowledgments and Agreements

You agree that you will:

- Be the only user of your username and password, that you won't transfer or disclose any of this information to any other person.
- Be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you.
- Immediately notify us at **1-800-956-4442** or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- Provide true, accurate, current, and complete information about yourself as requested.
- Not misrepresent your identity.
- Not use the Service for illegal purposes.

- Comply with all regulations, policies, and procedures of networks through which you access and use the Service.
- Not use the Service in a way that disrupts the Service or the networks through which you access or use the Service.
- Not access or attempt to access any Service account for which you have no access authorization, or duplicate, modify, distribute, or display any of the data or files from any such account.
- Be responsible for and provide all computer, telephone, and other equipment, software (other than any software provided by us) and services necessary to access the Service.

## 24. Disclaimers

### (a). [Disclaimer of Warranties](#)

### (b). [Limits on Liability and Obligations](#)

### (c). [Indemnification](#)

#### 24(a). Disclaimer of Warranties

To the fullest extent permitted by law, we make no warranties of any kind for the Service, either express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.

We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

#### 24(b). Limits on Liability and Obligations

Wells Fargo and its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers are not liable for any:

- Consequential (including without limitation, loss of data, files, profit or goodwill, or the costs of procurement of substitute goods or service) damages.
- Indirect damages.
- Incidental damages.
- Special damages.
- Punitive damages.

This is true whether these damages occur in an action under contract, or from negligence or any other theory, arising out of, or in connection with, this Agreement, the Service, or the inability to use the Service.

In addition to reasons such as scheduled system maintenance, damages could arise from circumstances beyond our control, even if we advise you of the possibility of such damages. These circumstances could include (but are not limited to):

- Power outages.
- System failures.
- Fires.
- Floods.
- Natural disasters.
- Extreme weather.
- Cyber-attacks, including Denial of Service (DoS).

In states that prohibit the limitation of liability for consequential or incidental damages, the above limitations may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we, our service providers or other agents, also won't be liable for:

- Any loss or liability you may incur resulting wholly or partly from failure or misuse of your equipment or software provided by an external company (such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them).
- Any direct, indirect, special or consequential, economic or other damages arising in any way from your access/use/failure to obtain access to the Service. Wells Fargo does not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the continental United States, Alaska, or Hawaii.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant Online Financial Service or Eligible Account.
- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction.
- Would violate any applicable provision of any risk control program of the Federal Reserve, the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures, or practices.
- We have other reasonable cause not to honor for our or your protection.

Wells Fargo won't be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

#### **24(c). Indemnification**

Except where we're liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of the Service or use of the Service by you or any third party.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, your Authorized Representative or your Delegate.

## **25. Dispute Resolution Program: Waiver of Class Action Rights and Arbitration Provisions**

- (a). [Description](#)
- (b). [Non-judicial Dispute Resolution](#)
- (c). [Definition of Disputes](#)
- (d). [Binding Arbitration and Waiver of Class Action Rights](#)
- (e). [Rights Preserved](#)
- (f). [Miscellaneous](#)
- (g). [Fees and Expenses](#)
- (h). [Small Claims Court](#)

#### **25(a). Description**

This Section 25 constitutes the arbitration agreement between you and us, and includes a mutual waiver of class action rights. It governs disputes about the following, which are known as "Covered Disputes":

- Interpretation of this Agreement (which includes this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement).
- The Service.
- The Online Access Process.
- Online Financial Services ("Covered Disputes").

This Section does not cover the following disputes:

- Disputes about Eligible Accounts that are brokerage accounts. These are governed by the Pre-Dispute Arbitration Agreement and governing law provisions contained in the brokerage account agreement document, which takes precedence over this Section.
- Disputes arising under any separate agreement governing your other Eligible Accounts. These are governed by the dispute resolution and governing law provisions of that agreement, which also take precedence over this Section.

### **25(b). Non-judicial Dispute Resolution**

You and we agree that any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by the arbitration process described in Section (d) below. **You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court.**

As an exception to this Arbitration Provision, we both retain the right to pursue disputes in small claims court in the state where you reside if the dispute lies within that court's jurisdiction.

### **25(c). Definition of Disputes**

A dispute is any unresolved disagreement between or among you and us. Disputes include:

- Claims based on broken promises or contracts.
- Torts (injuries caused by negligent or intentional conduct) or other wrongful actions.
- Statutory, common law, and equitable claims.
- Any disagreement about the meaning of this Arbitration Provision.
- Whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Provision.

### **25(d). Binding Arbitration and Waiver of Class Action Rights**

Binding arbitration lets an independent third party resolve a Covered Dispute without using the court system, judges, or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don't submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

**Neither you nor we will be entitled to:**

- **Join, consolidate, or combine Covered Disputes by or against others in any arbitration; or**
- **Include in any arbitration any Covered Dispute as a representative or member of a class; or**
- **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, will be administered by the American Arbitration Association ("AAA") or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to here as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Consumer Arbitration Rules ("AAA Rules").

To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce.
- The Arbitrator will decide any dispute regarding the enforceability of this Arbitration Provision.
- Each arbitration is 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 governing the relationship between you and us about which the Covered Dispute arose.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA Website at [www.adr.org](http://www.adr.org). If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

### **25(e). Rights Preserved**

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop either of us from exercising any lawful rights to use other remedies available to:

- Preserve, foreclose, or obtain possession of real or personal property.
- Exercise self-help remedies, including setoff and repossession rights.
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.
- Enforce your rights under Section 502 of the Employee Retirement Income Security Act of 1974.

### **25(f). Miscellaneous**

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment.

All parties (the AAA, the arbitrators, you, and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the AAA. The parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed to ensure the enforcement of this Arbitration Provision.

Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA. All statutes of limitations that apply to any Covered Dispute apply to any arbitration between you and us.

The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship, the governing Agreement or any other relationship between you and us.

This Arbitration Provision constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications about dispute resolution. If more than one arbitration agreement mutually entered into by you and us potentially applies to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

### **25(g). Fees and Expenses**

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 that apply to any arbitration you may file. If the law that applies to this Agreement limits the amount of fees and expenses you have to pay, 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.

### **25(h). Small Claims Court**

Notwithstanding anything in the Agreement to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

## 26. Notices and Communication

- (a). [Description](#)
- (b). [Electronic Delivery](#)
- (c). [Phone Calls and Text Messages](#)
- (d). [Communications Sent At Your Request/On Your Behalf](#)
- (e). [Returned and Unclaimed Information](#)
- (f). [Contact Information Changes](#)
- (g). [Implementation of Notices](#)
- (h). [Acknowledgments and Agreements](#)

### 26(a). Description

Except as expressly provided otherwise in this Agreement, we'll provide notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account-Related Information") electronically, through the mail or by other means. We'll send this information to the postal or electronic address ("E-Address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless you specify a different postal or E-address.

E-Addresses include email addresses, other Internet addresses, text messaging numbers, or other electronic access addresses provided to us in accordance with this Agreement. Any Account-Related Information will be considered "sent" on the first Business Day following the date on the communication.

Account-Related Information held for pickup or posted on our Website will be deemed to be delivered to/received by you when we make it available for pick-up, display it to you or send notice in accordance with this Agreement that it is posted on our Website. The person receiving the notice has to provide copies of all Account-Related Information to all joint Owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service.

We can communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

### 26(b). Electronic Delivery

Unless applicable law states otherwise or pursuant to the ESIGN Consent to Use Electronic Records and Signatures, when we need to provide you with information in writing, we can send it electronically, either:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to our Website; or
- To your online banking secure mailbox, or other electronic means.

### 26(c). Phone Calls and Text Messages

When you provide a phone number to us, you agree that you own or are authorized to provide the telephone number to us. You agree that we may use automatic dialing technology or artificial or prerecorded voice messages to call you or send text messages to you, even if the phone number is registered to a cell phone number or Voice over Internet Protocol service. You understand and agree we may place calls with informational, servicing, or collections messages about your Account. To help protect your account security, Wells Fargo does not support SMS or MMS functionality for recognized VoIP, prepaid or landline phone numbers. In order to receive text message alerts from Wells Fargo, such as one-time passcodes or suspicious card activity alerts, an eligible mobile phone number and device are required. Our calls and text messages to your cell phone number could result in your communication service provider's charges to you.

### 26(d). Communications Sent At Your Request/On Your Behalf

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

### 26(e). Returned and Unclaimed Information

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this Sub-section (d) applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable.

This means we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable.
- Hold the Account-Related Information for your Account for you to pick up.
- Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead.
- Suspend access to your Eligible Accounts or Online Financial Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for 60 days, we may send the Account-Related Information to the address reflected in our records for your Eligible Account or destroy it.

#### **26(f). Contact Information Changes**

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, E-Address or phone number you previously provided to us. Address changes may be initiated:

- At your request — you can instruct us to change the address or E-Address to which we send notices or Account-Related Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service.
- If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the account(s) you specify, or for all or some of your other account(s) with us.

Please note, to change the address associated with an employer-sponsored retirement or deferred compensation plan, follow the address-change procedures established by your employer or plan administrator.

#### **26(g). Implementation of Notices**

Any notice you send us won't be effective until we actually receive it and have a reasonable opportunity to act on it. If your Eligible Account has multiple Owners, we may send Account-Related Information to any one of them.

You assume the risk of loss in the mail or other transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

#### **26(h). Acknowledgments and Agreements**

You agree that:

- We may satisfy our obligation to provide you with an annual copy of our privacy notice by keeping it available for review on our Website.
- We may call you and text you to service your accounts, collect any amount you may owe or discuss our relationship, products and services with you, as described in this Section. If your only relationship with us is as a participant in an employer-sponsored retirement or deferred compensation plan, this paragraph won't authorize us to make telephone calls or send text messages to discuss other products or services we offer.
- Information is deemed delivered to you if it is sent electronically as described in this Section.

## **27. Export Control and International Use**

### **(a). [Description](#)**

### **(b). [Acknowledgments and Agreements](#)**

#### **27(a). Description**

The U.S. government controls the export (including downloads) of products and information containing encryption ("Controlled Technology") under the Export Administration Regulations ("EAR"). This Service may contain Controlled Technology subject to the EAR.



## 27(b). Acknowledgments and Agreements

In your use of the Service, you agree:

- To access and/or download Controlled Technology related to the Service.
- Not to access or download Controlled Technology from any country where such access or download is prohibited by U.S. export control laws (which may include, without limitation, Cuba, Iran, North Korea, Sudan, or Syria).
- That you're not a person or entity to whom such access or download is prohibited.
- Anyone accessing the Service from locations outside the United States you do so at your own risk and are responsible for compliance with local laws. The Service is hosted in the United States. If you are accessing the Service from outside the United States you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, use, and disclosure. In your use of the Service, which is governed by United States law, including certain economic sanctions laws and regulations, and this Agreement, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the application of United States law.

## 28. General Provisions

- (a). [Amendments](#)
- (b). [Termination](#)
- (c). [Governing Law](#)
- (d). [Assignment](#)
- (e). [Intellectual Property and Other Proprietary Rights](#)
- (f). [Entire Agreement](#)
- (g). [Waiver](#)
- (h). [Failure to Act](#)
- (i). [Headings](#)

### 28(a). Amendments

**Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement at any time. This may include adding new or different terms to, or removing terms from, this Agreement.**

We'll update this Agreement on the Website on or before the effective date that changes are made, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires it be updated earlier. If we can't disclose a change without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change.

We'll notify you as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change.

Changes to fees or terms that apply to Eligible Accounts are governed by the agreement otherwise governing the specific account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

### 28(b). Termination

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you're using the Service or any Online Financial Service. Unless otherwise required by applicable law, either of us can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time, without notice.

The termination of this Agreement won't end your obligations or our rights under this Agreement before the termination.

We can suspend and/or reinstate access to an Eligible Account or Online Financial Service through the Service, in whole or in part, at our discretion, at any time. To request reinstatement of an Eligible Account or Online Financial Service, call **1-800-956-4442**. If reinstated, the then-current terms of this Agreement will control.

If you don't access your Eligible Accounts through the Service for a period of 24 consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service, without prior notice to you.

To cancel any of your Online Financial Services, call **1-800-956-4442** or write to Wells Fargo Bank, N.A., PO Box 4132, Concord, CA 94518-4917. For *Wells Fargo Advisors* accounts, call **1-877-879-2495**.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation:

- Provisions related to intellectual property.
- Warranty disclaimers.
- Limitations of liability.
- Indemnification.

### **28(c). Governing Law**

Each of your Eligible Accounts and Online Financial Services will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your deposit account agreement or your credit card agreement with us).

This Online Access Agreement will be read and interpreted according to the laws of the State of South Dakota, without regard to conflict-of-law rules.

In any legal action or claim regarding this Online Access Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

### **28(d). Assignment**

We may assign our interest in this Agreement to Wells Fargo & Company, its successors, or to any now-existing or future direct or indirect subsidiary of Wells Fargo & Company. However, you may not assign or transfer this Agreement.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **28(e). Intellectual Property and Other Proprietary Rights**

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips and software, including the collection, arrangement and assembly thereof, is the property of Wells Fargo and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the “Site Materials”).

The trademarks, logos, and service marks displayed on the Service (collectively, the “Trademarks”) are the registered and unregistered trademarks of Wells Fargo, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The Service does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of Wells Fargo, or the third party that has rights to such Trademarks or Site Materials.

### **28(f). Entire Agreement**

In combination with other applicable Wells Fargo agreements as described in Section 1(b) of this Agreement, this Agreement represents the agreement between you and Wells Fargo regarding the Service. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access.

Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws.

Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected.

### **28(g). Waiver**

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a “Waiver”). We may revoke any Waiver.

### **28(h). Failure to Act**

Our failure to act with respect to a breach of the Agreement by you or others doesn’t waive our right to act with respect to subsequent or similar breaches.

### **28(i). Headings**

Headings are for reference only and don’t define, limit, construe, or describe the scope or extent of a Section.

If you have any questions regarding this Agreement, please contact *Wells Fargo Online* Customer Service at **1-800-956-4442**.

## 29. Additional Services

The following addenda agreements will also apply if you register for these additional services.

- [Zelle® Transfer Service](#)
- [Wells Fargo Wire Transfers](#)
- [Direct Pay](#)
- [Sender's Rights for \*ExpressSend\* Transfers](#)