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## TERMS AND CONDITIONS OF YOUR ACCOUNT

### GENERAL TERMS APPLYING TO ALL CHECKING AND SAVINGS ACCOUNTS

**“Account”** means any checking or savings account you have with Bell Bank. Checking accounts are sometimes referred to as transaction accounts or demand deposit accounts. “Account” does not include a certificate of deposit (also known as a CD or time account).

**“Account Documents”** means this Agreement and any other documents relating to establishing the Account(s) contemplated herein and any related Account products and services.

**“Actual Balance”** means the Account balance at the beginning of the day, not including any Pending Transactions, checks that have not cleared or deposits not yet available. This is sometimes referred to as the ledger balance.

**“Arbitration Agreement”** means this “ARBITRATION OF DISPUTES” section.

**“Arbitrator”** means a neutral person or persons from the arbitration organization selected under this Arbitration Agreement.

**“ATM”** means an automated teller machine that cardholders can use to make Electronic Fund Transfers without the help of a bank representative.

**“Available Balance”** means deposits or portions of deposits to your Account that are available for: (1) withdrawals; (2) transfers; (3) paying checks and other items; (4) authorizing ATM transactions and Debit Card transactions; and (5) all other uses permitted under your Account Agreement.

**“Business Day”** means every calendar day except Saturdays, Sundays and Federal Holidays.

**“Card or Debit Card”** means your ATM card or Debit Card issued by Bell Bank.

**“Cardholder”** means any person authorized by you to use the Card.

**“Claim”** means any past, present or future claim, dispute or controversy between you and us that in any way arises from or relates to this agreement or your Account. “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (4) disputes concerning your application or other information you gave us before opening your Account; (5) any Account(s) you previously had with us; (6) disputes arising from or related to debit cards or any other cards, products or services provided by or purchased or obtained from us in connection with your Account; (7) disputes arising from or related to any transactions in connection with your Account; (8) disputes arising from or related to any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning your Account; (9) claims brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity; (10) disputes concerning any fees or charges relating to your Account or this agreement (for example, overdraft transfer service fees, non-sufficient funds charges, and safe deposit box rental fees), any products or services relating to your Account (for example, automated teller machines and our online or telephone banking services), and communication methods and practices we may use to service your Account; and (11) disputes arising from or related to the relationship(s) between you and us resulting from any of the foregoing.

**“Claim Notice”** means written notice of a Claim.

**“Credit”** means a deposit, transfer to your Account or other addition to your Account.

**“Cutoff Time”** is the designated time before which a transaction must be made to be included for processing on a Business Day as described in our Funds Availability Policy.

**“Day of Deposit”** means the Business Day that Bell received your deposit with appropriate instructions, as long as we receive it before the Cutoff Time. If Bell received a deposit after the Cutoff Time or on a day that is not a Business Day, your Day of Deposit is the next Business Day. For ACH deposits, the Day of Deposit is the day designated as the “settlement date” for the deposit.

**“Debit”** means a withdrawal or transfer from your Account or other charge to your Account or deduction from your Account.

**“Electronic Fund Transfer or EFT”** means any transfer of funds you make or request through an Electronic Terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to Debit or Credit your Account. The term includes, but is not limited to: (1) POS transactions; (2) ATM transfers; (3) direct deposit or withdrawal of funds, including ACH transactions; (4) transfers you request by telephone; and transfers that result from Card transactions whether or not you make them using an electronic terminal. Checks deposited using the Bell Mobile App are not considered EFTs under the Electronic Funds Transfer Act.

**“Electronic Fund Transfer Act or Regulation E”** a Federal regulation that establishes the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfer and remittance transfer services and of financial institutions or other persons that offer these services.

**“Electronic Terminal or Terminal”** means an electronic device, other than a telephone operated by a consumer, through which a consumer may initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines (ATMs), and cash dispensing machines.

**“Legal Action”** means a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to your Account.

**“Party”** means, as applicable to an Account Located in Arizona or North Dakota, a person who, by the terms of an Account, has a present right, subject to request, to payment from the Account other than as a beneficiary or agent.

**“Party”** means, as applicable to an Account Located in Minnesota, a person who, by the terms of the Account, has a present right, subject to request, to payment from a multiple-party Account other than as an agent. A P.O.D. payee is a party only after the Account becomes payable by reason of the payee surviving the original party. Unless the context otherwise requires, it includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an Account for another whether or not a beneficiary is named, but if does not include any named beneficiary unless the beneficiary has a present right of withdrawal.



**“Pending Transaction”** means an ATM or Debit Card authorization that has not settled for final payment.

**“Point Of Sale or POS Transaction”** means a payment transaction made at or through a merchant's point of sale terminal or online payment system.

**“Preauthorized Payment”** means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

**“Remittance Transfer”** means an international consumer transfer of more than \$15, requested by consumers in the U.S. and sent to people or companies in foreign countries primarily for personal, family or household purposes.

**“Substitute Check” or “Electronic Check Conversion”** means a check or similar item that is either removed from circulation (truncated) or given back to you. It is the legal equivalent of an original check for all persons and all purposes if it (1) accurately represents all of the information on the front and back of the original check as of the time the original check was truncated and (2) bears the legend “This is a legal copy of your check. You can use it the same way you would use the original check.”

**This Agreement includes an agreement to arbitrate. If there is a dispute between you and us, and the dispute is covered by the section of this Agreement titled ARBITRATION OF DISPUTES, then either you or we may require the dispute to be resolved by arbitration in front of an Arbitrator. This means that you and we will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the “ARBITRATION OF DISPUTES” section for more information.**

#### **NOTICE AND CURE**

If you encounter an issue with a product or service, please contact us immediately and in most cases, we will be able to quickly resolve the issue. If we are unable to resolve the issue, any Claim you may have relating to your Account will be resolved using the procedure described in this section and if applicable, the “ARBITRATION OF DISPUTES” section.

Prior to initiating a lawsuit or an arbitration proceeding as further described in the “ARBITRATION OF DISPUTES” section herein, you or we, as applicable, shall give the other party a Claim Notice and a reasonable opportunity, not less than sixty (60) days, to resolve the Claim. Any Claim Notice to you shall be sent by mail to the address you provided in connection with your Account (or any updated address you subsequently provide pursuant to this Agreement). Any Claim Notice to us shall be sent by mail to: Bell Bank Attn: Legal Process 3100 13th Avenue S. Fargo, ND 58103. (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address and information sufficient to identify your Account and explain the nature of the Claim and the relief sought. You may only submit a Claim Notice on your own behalf and not on behalf of any other party unless you are a fiduciary for another Account owner. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your Account(s), is a contract (also referred to as “this agreement”) that establishes rules which control your Account(s) with us. Please read this carefully and retain it for future reference. If you open the Account (whether in-person, electronically, or by any other method permitted by us) or continue to use the Account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the retail branch in which your Account is Located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

Governing law is the law in which the Account is Located. For purposes of this agreement, Located shall mean:

1. If the Account is opened in person, then the state in which the Account was opened.
2. If the Account was opened other than in person (online) and the individual resides in a state where we have a retail branch, then the state where the individual resides.
3. If the Account was opened other than in person (online) and the individual resides in a state where we DO NOT have a branch, then the state of North Dakota.

The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your Account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the Account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual's responsibility for an organization's liability. If this Account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not



govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in North Dakota"), it means that the provision is only applicable if your Account is Located in that particular state. Any provision which is not described as applying to a particular state, applies to your Account.

**COUNTERPARTS; ELECTRONIC SIGNATURES** - This Agreement and any other documents relating to establishing the Account(s) contemplated herein and any related Account products and services ("Account Documents") may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed to be original signatures for purposes of the Account Documents, with such scanned and electronic signatures having the same legal effect as original signatures. The Account Documents may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Section 7001 et seq. and the Uniform Electronic Transaction Act, as may be enacted in the state where the Account is Located and any other applicable state law. Any documents accepted, executed or agreed to in conformity with such laws, will be binding on each party as if it were physically executed. Bell Bank's acceptance of electronic signatures is for your convenience and we may at any time instead require original physical signatures in our sole discretion. You have the right to withdraw or withhold the consent to the use of your electronic signature as it applies to future signature requirements by notifying us in writing, by sending your request to Bell Bank, Attn: Deposit Operations, 3100 13th Avenue S, P.O. Box 10877, Fargo, ND 58106. Any electronic communication that Bell Bank receives from or in your name, or which appears to be from or in your name, regardless of whether or not the electronic communication was actually from or in your name, will be considered to be duly authorized and binding and Bell Bank will be entitled to rely and act on any such communication. You have the right to request a paper copy of the Account Documents.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and we can deduct any amounts deposited into the Account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional Credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional Credit for the item. We may reverse any provisional Credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your Account the amount of any item deposited to your Account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of Credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual Credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "Daily Cutoff Time" on a Business Day we are open, or received on a day we are not open for business, as if initiated on the next Business Day that we are open. At our option, we may take an item for collection rather than for deposit and we may refuse to accept a deposit we reasonably believe to be fraudulent. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence. Refer to our Funds Availability Policy to determine when your deposited funds will be available for withdrawal.

#### **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this Account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your Account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as



opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the Account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later.

If we are presented with an item drawn against your Account that would be a "Substitute Check," as defined by law, but for an error or defect in the item introduced in the Substitute Check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, Electronic Check Conversion, and similar transactions** - An Electronic Check Conversion transaction is a transaction where a check or similar item is converted into an Electronic Fund Transfer as defined in the Electronic Fund Transfer Act or Regulation E. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We may require 7 days' notice in writing before each withdrawal from an interest-bearing Account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D, or from any non-interest bearing, non-transactional Account. Withdrawals from a time Account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### **UNDERSTANDING OVERDRAFTS AND NONSUFFICIENT FUNDS (NSF) TRANSACTIONS -**

**Generally** - This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your Account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn Account will typically result in you being charged an overdraft fee. Generally, an overdraft occurs when there is not enough money in your Account to pay for a transaction, but we pay (or cover) the transaction anyway. If your Account is overdrawn, we can charge you a fee. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. We will not charge you a fee if a payment is returned.

**Determining Your Available Balance** - We use your "actual balance" (sometimes called the ledger balance) to determine whether your Account is overdrawn, that is whether there is enough money in your Account to pay for a transaction (your Available Balance). Your Account's actual balance only includes transactions that have settled up to that point in time. The actual balance would be the Account balance at the beginning of the day, not including any Pending Transactions, checks that have not cleared or deposits that are not yet available.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your Account. However, the fact that we may honor withdrawal requests that overdraw the Account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your Account without notice to you. You can ask us if we have other Account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another Account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

We will not charge a fee for overdrafts caused by ATM withdrawals or one-time Debit Card transactions unless you ask us to authorize and pay those transactions (opt-in). You can opt-in to this service at the time you open your Account, or you may notify us later.

You can change your election at any time. To do so, you may contact us. We have given you a notice entitled "What you need to Know About Overdrafts and Overdraft Fees" that further describes our overdraft program and the opt-in process.

You are not required to opt-in to open an Account. If you do not opt-in, we do not intend to authorize ATM or one-time debit card transactions that exceed your Available Balance. We do not charge a fee for declining Debit Card transactions.

**Nonsufficient Funds (NSF) Fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your Account, and we decide not to pay the item or transaction, we will not charge you a fee. If we decline to authorize a one-time or everyday ATM or point of sale transaction, we will not charge you a fee.

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your Account include Debit Card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your Account. For information about how and when we process these different payment types, see the "Payment Order of Items" section below.

**Balance Information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your Account information by phone, or coming into one of our branches.

**Funds Availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Funds Availability Policy for information on when different types of deposits will be made available for withdrawal. For an Account to which our Funds Availability Policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the Credit of the item. We may determine the amount of available funds in your



Account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the Account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance** - On Debit Card purchases, merchants may request a temporary hold on your Account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the Card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your Account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your Account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you may be charged an overdraft fee according to our overdraft fee policy, which may result in one or more overdraft fees. You may be charged the fee even if you would have had sufficient funds in your Account if the amount of the hold had been equal to the amount of your purchase.

**Payment Order of Items** - The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your Account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good Account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Our policy is to post items in the order listed below. Note that items may not be processed in the order they are received.

Order of Posting	Transactions
1	Real time transactions including Zelle®, wire transfers (including fees) and external transfers, both deposits and withdrawals.
2	All other deposits, including ACH, mobile deposits, branch deposits, internal transfer credits and ATM deposits. Also includes POS returns, reversed OD fees, ATM fee refunds and re-deposited checks.
3	Chargebacks, re-deposited returned items and returned item credits
4	ATM withdrawals, one-time and recurring POS transactions (both signature and PIN) - in the order received.
5	ACH payments (one-time and recurring), ACH payments converted to a check, Online Bill Payments paid via ACH, internal transfer debits, ATM fees and Safe Deposit Fees
6	Withdrawals made in a Bell branch
7	Checks (including Online Bill Payments paid via check) in numerical order from lowest to highest
8	Automatic loan payments, International Surcharges and stop payment fees.
9	Inactivity fees and Change saver debits
10	Automated ODP transfers from savings, Ready Reserve or other line of credit.
11	Service fees and OD fees from the previous day <sup>1</sup>
12	Interest deposits

<sup>1</sup>Overdraft fees will not be charged if funds have been transferred from a linked Ready Reserve, line of credit or savings Account.

**Important Information Regarding "Decoupled" Cards** - Decoupled Debit Cards are Debit Cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the Decoupled Debit Card issuer with the information it needs to link the Decoupled Debit Card to your Account with us. Once this is done, you can typically use the Decoupled Debit Card as you would any other Debit Card. Importantly, however, while transactions initiated with these Decoupled Debit Cards may originate as Debit Card transactions paid by the Card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the Decoupled Debit Card issuer to understand the terms of use for that Card. Thus, when our documentation refers to "Debit Cards," "everyday Debit Card transactions," or "one-time Debit Card transactions," we are referring to Debit Cards issued by us, not Decoupled Debit Cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which Card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft.



**In North Dakota and Arizona, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this Account depending on the form of ownership and beneficiary designation, if any, specified on the Account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our Accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the Account funds.

**Single-Party Account** - Such an Account is owned by one Party.

**Multiple-Party Account** - Parties own Account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a Party, ownership passes as part of the Party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of Party, ownership passes to surviving Parties. If two or more Parties survive and one is the surviving spouse of the deceased Party, the amount to which the deceased Party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more Parties survive and none is the spouse of the decedent, the amount to which the deceased Party, immediately before death, was beneficially entitled by law belongs to the surviving Parties in equal shares, and augments the proportion to which each surviving Party, immediately before the deceased Party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving Parties.

**Multiple-Party Account Without Right of Survivorship** - At death of Party, deceased Party's ownership passes as part of deceased Party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the Party, ownership passes to the designated pay-on-death beneficiaries and is not part of the Party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving Party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving Party's estate.

**In Minnesota, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this Account depending on the form of ownership and beneficiary designation, if any, specified on the Account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our Accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the Account funds.

**Single-Party Account** - Such an Account is owned by one Party.

**Multiple-Party Account** - Parties own Account in proportion to net contributions unless there is clear and convincing evidence of a different intent.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a Party, ownership passes as part of the Party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of Party, ownership passes to the surviving Party or Parties.

**Multiple-Party Account Without Right of Survivorship** - At death of Party, deceased Party's ownership passes as part of deceased Party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the Party, ownership passes to the designated pay-on-death beneficiaries and is not part of the Party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving Party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving Party's estate.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or Credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this Account on behalf of the entity. We may require the governing body of the entity opening the Account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer Electronic Fund Transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. We cannot guarantee that the payment will be stopped if this information is not correct. You may stop payment on any item drawn on your Account whether you sign the item or not. Generally, if your stop payment order is given to us in writing it is effective for twelve months. Your stop payment order will lapse after that time if you do not renew the order in writing before the end of the twelve-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.



**AMENDMENTS AND TERMINATION** - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this Account to another Account type, or close this Account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the Account, we will tender the Account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your Account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your Account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your Account, and you continue to have your Account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items or transactions to be paid from the Account. Once any outstanding items or transactions are paid, we will close the Account and tender the Account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the Account is closed may be dishonored. Any deposits we receive after the Account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the Account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any Account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**QUESTIONABLE ACCOUNT ACTIVITY** - If we suspect suspicious, irregular, fraudulent, unauthorized or unlawful activity involved with your Account ("Questionable Account Activity"), we reserve the right to prevent, delay or decline transactions, freeze all or some of the funds in your Account and otherwise restrict access to or close your Account. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency, as allowed under applicable state law. When appropriate, we may attempt to notify you of such actions taken as a result of Questionable Account Activity, but are under no obligation to do so prior to taking such action. We may continue to delay or decline transactions and maintain a freeze on Account funds until all concerns regarding the Questionable Account Activity are resolved to our sole satisfaction.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - You must examine your statement of Account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your Account within 60 days of when we first send or make the statement available, you cannot assert a Claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a Claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to Electronic Fund Transfers or Substitute Checks** - For information on errors relating to Electronic Fund Transfers (e.g., on-line, mobile, Debit Card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer



liability and error resolution. For information on errors relating to a Substitute Check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your Account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This Account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your Account, you authorize us to deduct the amount of our liability to the federal government from the Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the Account documentation indicates that this is a temporary Account agreement, each person who signs to open the Account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this Account. However, we may at some time in the future restrict or prohibit further use of this Account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this Account against any due and payable debt any of you owe us now or in the future. If this Account is owned by one or more of you as individuals, we may set off any funds in the Account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. The amount subject to set-off is that proportion to which you are or were immediately before your death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal. We are authorized to exercise our right of set off even if a "payable on death" beneficiary has been named by any of you. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this Account if prohibited by law. For example, the right of setoff does not apply to this Account if: (a) it is an Individual Retirement Account or similar tax-deferred Account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any Claim arising as a result of our exercise of our right of setoff.

**AGENCY (POWER OF ATTORNEY) DESIGNATION** - The agent is merely designated to conduct transactions on behalf of the owner or owners. Agents may make Account transactions on behalf of the parties, but have no ownership or rights at death unless named as Pay-on-Death beneficiaries. Owners do not give up any rights to act on the Account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the Account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For Accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an Account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the Account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, Claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to



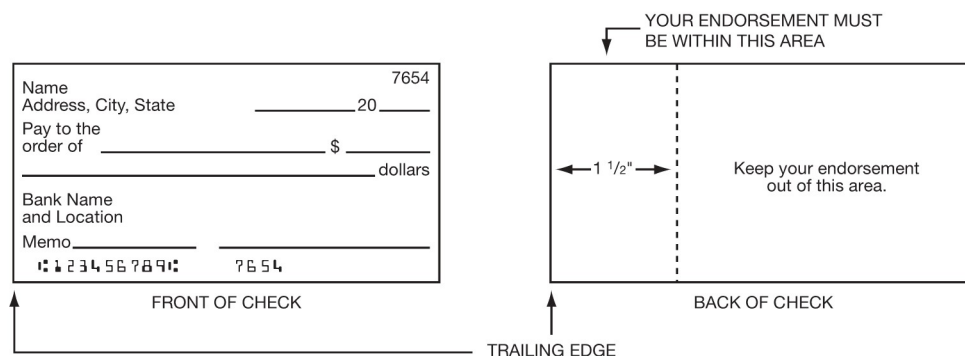
have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all Account holders. All checks drawn on your Account must be written in black or blue ink. Other ink colors, gel pens, or pencil should not be used. Use of ink colors other than black or blue may result in illegible check images. There may be cases where you will need the check image to prove payment has been made.

**CHECK CASHING** - We may charge a fee for anyone that does not have an Account with us who is cashing a check, draft or other instrument written on your Account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This Account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an Account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "Legal Action" in this section), we will comply with that Legal Action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such Legal Action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the Account and not allow any payments or transfers out of the Account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the Legal Action. We may do these things even if the Legal Action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Action and applicable law. Any fees or expenses we incur in responding to any Legal Action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your Account, unless otherwise prohibited by applicable law. The list of fees applicable to your Account (s) - provided elsewhere - may specify additional fees that we may charge for responding to certain Legal Actions.

#### ARBITRATION OF DISPUTES

If you do not want this Arbitration Agreement to apply, you have the right to reject (e.g., not be bound by) this Arbitration Agreement by following the directions in the "Right to Reject" paragraph below. If you do not reject and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim (except as outlined herein); (2) engage in



**information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general action or other representative action in court or in arbitration; or (4) unless all parties otherwise agree in writing, join or consolidate a Claim with claims of any other person or entity.**

This Arbitration Agreement describes when and how a Claim may be arbitrated. Arbitration is a method of resolving disputes in front of an Arbitrator instead of having a trial in court in front of a judge or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. The Arbitrator will issue a final and binding decision resolving the dispute (the "award"), which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision.

**Governing Law:** This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law.

**Right to Reject:** If you do not want this Arbitration Agreement to apply, you may reject it by mailing us a written opt-out notice which specifies your name and address, identifies the applicable Account number(s) and includes a signed statement that you opt out of the Arbitration Provision. The opt-out notice must be signed by you and sent to us by certified mail, return receipt requested (not electronically) at Bell Bank Attn: Legal Process 3100 13th Avenue S. Fargo, ND 58103.

**Any opt-out notice is effective only if it complies with the preceding requirements and is postmarked within sixty (60) days after the date you opened your Account.**

This is the only way you can opt out of this Arbitration Agreement. Your decision to opt out will not have any other effect on this Agreement or your Account with us. If you do not reject this Arbitration Agreement, it will be effective as of the date you first opened your Account. If an Account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you, unless you are rejecting in a fiduciary capacity for another Account owner. In all other circumstances, your decision to opt out of this Arbitration Agreement applies only to this Account and not to any other accounts you have with us. Moreover, we offer a number of different products and services to our customers. If you opt out of arbitration for this Agreement, it will not affect any arbitration provision that may exist between you and us, now or in the future, in connection with other products or services you obtain from us; any such arbitration provision will remain in force unless you separately opt out of it in accordance with its terms. For example, if you also have a loan with us, opting out of this Arbitration Agreement will not constitute an opt out of any arbitration provision that may apply to the loan.

**Disputes Subject to Arbitration:** You or we may elect to have Claims arbitrated rather than resolved in court. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts or conduct that occurred prior to the date of this Agreement. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect.

**Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court's jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an Arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide.

In addition, this Arbitration Agreement does not prohibit you or us, at any time, from (1) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off or exercise a statutory lien or other lien granted by law or rule, the right to restrain funds in an Account, recoupment, repossession, replevin or trustee's sales; (2) obtaining provisional or ancillary remedies or injunctive relief (other than a stay of arbitration), including but not limited to attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (3) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

**Starting or Electing Arbitration:** Prior to initiating an arbitration proceeding, you or we, as applicable, shall give the other party a Claim Notice, as further described in the "NOTICE AND CURE" section herein. You or we may start an arbitration by filing a demand with the arbitration administrator pursuant to the administrator's rules. You or we may also require arbitration of a Claim filed in court by filing a motion with the court to compel arbitration of the Claim. Even if you and we have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

**Choosing the Administrator:** The party who commences the arbitration may select either of the following arbitration organizations to administer the arbitration under their rules that apply to consumer disputes: the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), [www.adr.org](http://www.adr.org); or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), [www.jamsadr.com](http://www.jamsadr.com). You can obtain a copy of the administrators' rules by visiting their websites or calling them. The parties may also mutually agree to select an Arbitrator who is an attorney, retired judge or Arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the Arbitrator's rules. If AAA and JAMS cannot or will not serve, and the parties are unable to select an Arbitrator by mutual consent, a court with jurisdiction will select the administrator or Arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.



**Jury Trial Waiver:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

**Class Action Waiver:** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. THIS MEANS THAT IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or Arbitrator shall have the power or authority to waive or modify this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

**Location and Costs of Arbitration:** Any arbitration hearing that you attend in person must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. Each administrator charges filing and administrative fees and the Arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and Arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. Notwithstanding the foregoing, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

**Law Applied by the Arbitrator.** The Arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The Arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

**Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the Arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The Arbitrator shall have discretion to grant or deny that request.

**Arbitration Award and Right of Appeal:** At the timely request of either party, the Arbitrator shall provide a written explanation for the award. However, if the amount in controversy exceeds \$100,000, you or we can, within fifteen (15) days after the entry of the award by the Arbitrator, appeal the award to a three-Arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the Arbitrator" shall mean the panel if an appeal of the Arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Location and Costs of Arbitration." The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction.

**Rules of Interpretation:** This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive: (1) the repayment of amounts owed under this Agreement; (2) any legal proceeding; (3) any sale, assignment or transfer of your Account; (4) any bankruptcy to the extent consistent with applicable bankruptcy law; (5) any default, breach or repossession; (6) any termination, cancellation, closure, suspension or non-renewal of this Agreement, your Account or credit privileges; and (7) any termination, amendment, expiration or performance of any transaction between you and us. In the event of a conflict or inconsistency between this Arbitration Agreement and the applicable arbitration rules or the other terms of this Agreement, this Arbitration Agreement shall govern. Any changes to this Arbitration Agreement will apply only prospectively unless we give you a right to opt out of the change or the entire Arbitration Agreement.

**Severability:** If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

#### **ACCOUNT SECURITY -**

**Your duty to protect Account information and methods of access -** Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your Account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the Account numbers and electronic access devices (e.g., an ATM or Debit Card) we provide you for your Accounts. You should also safeguard your username, password, and other access and identifying information when accessing your Account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the Account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your Account numbers with anyone unless you are willing to give them full use of your money. An Account number can be used by



thieves to issue an electronic Debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your Account number can also be used to electronically remove money from your Account, and payment can be made from your Account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - The positive pay service can help detect and prevent check fraud and is appropriate for Account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts. Except for consumer Electronic Fund Transfers subject to Regulation E, you agree that if we offer you services appropriate for your Account to help identify and limit fraud or other unauthorized transactions against your Account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith. Such services include positive pay or commercially reasonable security procedures. Depending on the service utilized, such commercially reasonable security procedures may include secure email verification, callback procedures, security codes and tokens, and the collection of other identifying information. Such commercially reasonable security procedures have been reviewed by you and accepted as commercially reasonable. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. You acknowledge that the security procedures are for verification of authenticity and not to detect errors in the entry. You are responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. If you believe or suspect that any such information or instructions have been made known, compromised or accessed by unauthorized persons, you agree to notify us immediately. The occurrence of such notification will not affect any transfers made in good faith by us prior to the notification and within a reasonable time period to prevent unauthorized transactions. You agree that you shall be solely liable for any liability, loss, or damage resulting from our actions in accordance with instructions provided to us from an unauthorized person when accompanied by the applicable security procedure(s) including the use of any online Banking User ID and password.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your Account, we may need to contact you about your Account from time to time by telephone, text messaging, or email. In contacting you about your Account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or Claim related to a consumer Electronic Fund Transfers governed by Regulation E (e.g., an everyday/one-time consumer Debit Card or ATM transaction). The error resolution procedures for consumer Electronic Fund Transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a Credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the Claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any Claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.



**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to a Claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your Account; or (3) a Claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the Claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which your Account is Located. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or Account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to Credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or Credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**CHECKING ACCOUNT ORGANIZATION** - We have organized your CHECKING Account in a nontraditional way. Your CHECKING Account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This Account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing Account. You will not see any difference between the way your CHECKING Account operates and the way a traditionally organized CHECKING Account operates, but this organization makes us more efficient and helps to keep costs down.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of electronic fund transfers (EFTs) we are capable of handling, and any limitations on the frequency and dollar amount of these transfers. Not all types of transfers are available for all account types. These terms apply to accounts opened in all states in which Bell has branches, except where noted. Please read this disclosure carefully, because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### TYPES OF ELECTRONIC FUND TRANSFERS

#### ATM Transactions

If we have issued you a card for your account(s), you may make deposits, withdraw funds, transfer funds between accounts and obtain the balance or 12-month history on any of your accounts using your card number and personal identification number (PIN). These services may not be available at all ATM terminals.

#### Debit Card Transactions

You can use your debit card to access your checking account to make debit card transactions at merchant locations that accept it. You may use your debit card to make point of sale (POS) transactions for goods or services in person, online or over the phone; get cash from a merchant, if the merchant allows or from a participating financial institution; and conduct any transactions the merchant will allow. If you do not use your debit card for 12 months, your card may be cancelled.

We have no control over the way merchants process their transactions. We rely on the merchants' coding to process transactions.

#### Automated Clearing House (ACH) Transactions

You may have deposits made to and withdrawals made from your account, using the ACH funds transfer network. These transactions are generally authorized by you to occur as a one-time transaction or may recur as directed by you. You initiate these types of transfers, typically either online or over the phone, by providing your number and routing number, printed on your checks and deposit slips. Thus, it is important that you only provide your account information to trusted third parties whom you have authorized to initiate these EFTs.

#### Electronic Check Conversion Transactions

When you pay a merchant or other person for a transaction using a check (for example to pay for goods or services, or to pay a bill), you give the merchant or other person permission to either: (1) use information from your check to make a one-time ACH debit from your account for the amount of the check; or (2) process the payment as a check transaction. If the payment is handled as an ACH debit, funds may be withdrawn from your account as soon as the same day that you give your check to the merchant or third party. You may also authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

#### Telephone Transfers

You may access your account by telephone 24 hours a day at 877-298-FAST (3278) using your PIN, a touch tone phone and your account number to transfer funds between accounts, transfer funds from a line of credit to a checking or savings account, make payments from a checking or savings account to a loan with us, or to inquire about your account balance or transaction history for the past 13 months.

#### Online/Mobile Banking Transfers

You may access your account by visiting our website at [www.bell.bank](http://www.bell.bank) 24 hours a day using your username and password to transfer funds between accounts, transfer funds from a line of credit to a checking or savings account, make payments from a checking or savings account to a loan with us, make transfers to or from external accounts, deposit checks through the mobile app, and make payments from a checking or savings account to a third party via Bill Pay or Zelle®. We may ask you to enroll and agree to additional terms or conditions prior to conducting some of these types of transactions.

You can also get information about your transaction history for the past 36 months, access your account statements and obtain images of cancelled checks. If you are interested in obtaining transaction history beyond 36 months, you may contact us at 800-450-8949.

#### Termination of Agreement

We may terminate the electronic fund transfer agreement at any time by written notice to you at the address we have in our records. You may terminate the electronic fund transfer agreement at any time by written notice to us at the address listed below.



## EFT TRANSACTION LIMITS

Transaction Type	Daily Dollar Limit	Daily Transaction Limit	Monthly Limit (Rolling 30-day Period)
ATM withdrawals	\$500*	None	None
ATM & Debit Card POS Transactions	\$2,500*	20 ATM transactions and 50 POS transactions	None
Bill Pay Transactions	\$25,000	None	None
For security reasons, there are limits on the frequency and dollar amounts of external (outbound and inbound) transfers and Zelle® transfers. We may modify these limits at any time, based on periodic risk assessments. Transfer limits will be displayed in online banking at the time of the transaction.			

\*Default limits for America's Best Checking for Students are \$200 and \$500 respectively.  
Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

**Mobile Banking Deposits.** There are limits to the amount you can deposit through Mobile Deposit. These limits will be displayed in the mobile banking application prior to making your deposit.

**International Transaction Fees.** If you use your ATM & Debit Card outside the United States, or if you initiate a cross-border transaction with your Debit Card, we will charge you an International Transaction Fee equal to 3% of the amount of the transaction. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though it was made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Automatic Billing Updater Service.** Bell Bank participates in the MasterCard Automatic Billing Updater (ABU) service. With ABU, your account files will be automatically updated for participating merchants when information changes because of card expiration or other changes. Since not all merchants participate, you should also contact the merchant directly if your card information changes. You can opt-out of this service by contacting us at the number listed below. Visit [www.bell.bank](http://www.bell.bank) for more information.

## FEES

Except as indicated elsewhere, we do not charge any fees for these EFTs; however, we will charge a fee for transactions that overdraw your account. Please refer to our Service Fee Schedule for information about fees we may charge. When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. We may deduct these fees from your account and forward to the operator or network as applicable.

## DOCUMENTATION

### Terminal transfers.

You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

### Periodic statements.

You will get a monthly account statement from us for your checking or any Money Market Savings accounts. You will get a monthly account statement from us for your Regular Savings accounts, unless there are no EFTs in a particular month. In any case, you will get a statement at least quarterly.



## PREAUTHORIZED PAYMENTS

### **Right to stop payment and procedure for doing so.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give. We are unable to stop an electronic payment initiated in Online Bill Pay; however you may cancel or edit any scheduled payment (including recurring payments) without incurring a fee. Once the service has begun processing a payment, it cannot be cancelled or edited.

### **Notice of varying amounts.**

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

### **Liability for failure to stop payment of preauthorized transfer.**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Preauthorized credits.**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-450-8949 to find out whether or not the deposit has been made.

## FINANCIAL INSTITUTION'S LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line of credit and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

### **(1) Consumer liability.**

Generally: Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.



Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Additional Limits on Liability for ATM & Debit Card:** You will not be liable for any unauthorized transactions using your ATM & Debit Card if: (a) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (b) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard® is a registered trademark, and the circles design is a trademark of MasterCard® International Incorporated.

If applicable state law gives you a greater protection against losses from the unauthorized use of your access device, then the more favorable state law limits on liability will apply.

**(2) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

P.O. BOX 10877

FARGO, NORTH DAKOTA 58106-0877

Business days: Monday through Friday,

excluding federal holidays

Phone: 800-450-8949

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST



## FUNDS AVAILABILITY POLICY

This policy statement applies to checking Accounts and savings Accounts, and describes when deposits you make are available for withdrawal. The availability of your deposit is counted in Business Days from the Day of Deposit. For determining the availability of a deposit, every day is a Business Day except Saturdays, Sundays, and Federal Holidays. If you make a deposit before the Cutoff Time on a Business Day, we will consider that day to be the Day of Deposit. If you make a deposit after the Cutoff Time on a Business Day, or on a day that is not a Business Day, the Day of Deposit will be considered the next Business Day.

Our general policies, as described below, do not apply to checks payable by, at or through any financial institution located outside the United States. Ask us about the availability of those checks. If you need to know the availability of any particular deposit, please contact us at the number or address listed above.

### CUTOFF TIMES

The Cutoff Times for deposits is determined as follows. All times are Central Time (CT):

Deposit Method	Cutoff Time
Bell Branches and Drive Throughs	7:30 PM or, if sooner, branch closing time
ATM	4:30 PM
Mail/Day Drop (no receipt)	7:30 PM or, if sooner, branch closing time
Night Depositories	7:30 AM
Transfers Between Bell Accounts initiated through Customer Service	10:00 PM
Transfers Between Bell Accounts (online or VRU phone transfers)	11:00 PM
Wire Transfer Deposits	5:40 PM
Mobile Deposits	7:30 PM

### GENERAL POLICY

Our policy is to make funds from all your deposits available to you on the first Business Day after the day we receive your deposit. Electronic deposits (including transfers from another Bell Account, wire transfers and preauthorized direct deposits such as Social Security or payroll deposits) will be available the Day of Deposit.

We may extend availability of check deposits for exception reasons (see section titled "Longer Delays May Apply"). If we do, we will notify you at the time of the deposit or when the hold is placed. If you are a new customer, during the first 30 days your Account is open, we may extend the availability stated above as outlined in the section titled "Special Rules for New Accounts".

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

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



## LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

## SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first thirty (30) days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from cash, and the first \$5,525 of a single day's total deposits of U.S. Treasury checks, money orders, cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

## MOBILE DEPOSITS

We will post your mobile banking deposit at the end of the business day it is received, if received prior to cutoff time. Unless further review is required, funds will generally be available on the first Business Day after the day the deposit posted to your Account. If further review is required, funds will generally be available no later than the third Business Day after the day the deposit posted to your Account. If an exception listed in the section "Longer Delays May Apply" is applicable, we may extend the availability as outlined in that section.

## DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits made at an ATM that we own or operate will be made available according to our general policy. Funds from any deposits (cash or checks) made at ATMs we do not own or operate will not be available until the fifth business day after the day of deposit. All ATMs that we own or operate are identified by a Bell Bank logo.





# UNDERSTANDING YOUR DEPOSIT ACCOUNT

This document is part of your Account Agreement. It contains important disclosures required under the Truth in Savings Act.

All personal Bell checking accounts include the following free features:

- ATM Transactions Nationwide — Bell Bank automatically refunds your first 4 ATM fees (charged by the ATM owner) on your monthly bank statement
- Mobile App and Online Banking (there may be a fee for expedited bill pay)
- Identity Theft Recovery — up to \$10,000 expense reimbursement insurance (underwritten by Lyndon Southern Insurance Co.), even for non-Bell accounts
- Personalized Debit Card
- Standard Checks
- Debit Card Manager
- ChangeSaver™
- Paper Statements

	AMERICA'S BEST CHECKING	AMERICA'S BEST INTEREST CHECKING	AMERICA'S BEST PREMIER INTEREST CHECKING
Minimum to open	\$50	\$50	\$50
Interest	Does not earn interest	Earns interest <sup>1</sup>	Earns interest <sup>1</sup>
Minimum balance to earn interest and avoid the monthly service fee	N/A	\$500	\$5,000
Monthly service fee (applicable when minimum balance is not maintained)	\$0	\$10	\$10
Other fees	Refer to the Service Fee Disclosure	Refer to the Service Fee Disclosure	Refer to the Service Fee Disclosure
Limitations	A maximum of 30 items may be deposited in a monthly statement period. If the account balance is \$0 for 45 consecutive days, your account may be closed.	A maximum of 30 items may be deposited in a monthly statement period. If the account balance is \$0 for 45 consecutive days, your account may be closed.	A maximum of 30 items may be deposited in a monthly statement period. If the account balance is \$0 for 45 consecutive days, your account may be closed.

<sup>1</sup> The interest rate and annual percentage yield may change at our discretion, at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest is compounded and credited to the account monthly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. You will forfeit any accrued interest if you close your account before it is credited.



4/2/2025

Certificates of Deposit and  
Fixed Rate IRAs

\$500 Minimum Deposit

TERM	INTEREST RATE	ANNUAL PERCENTAGE YIELD*	INTEREST RATE	ANNUAL PERCENTAGE YIELD*
Daily Balance of	\$500 to \$99,999	\$500 to \$99,999	\$99,999.01 or more	\$99,999.01 or more
3 Month (91 Day)	3.75%	3.80%	3.80%	3.85%
6 Month (182 Day)	3.50%	3.53%	3.55%	3.58%
1 Year (12 Month)	3.25%	3.25%	3.30%	3.30%
18 Month	3.00%	3.02%	3.05%	3.07%
2 Year (24 Month)	3.00%	3.00%	3.05%	3.05%
3 Year (36 Month)	3.00%	3.00%	3.05%	3.05%
5 Year (60 Month)	3.00%	3.00%	3.05%	3.05%
7 Month Special	4.25%	4.29%	4.30%	4.34%

A penalty for early withdrawal may be imposed.

Flexible Certificates of Deposit

(Not available for IRAs)

*If Rates Go Up...Trade Up Once to a Higher Rate*

*If You Need Cash...Withdraw Up to Half without Penalty*

\$5,000 Minimum Opening Deposit

TERM	INTEREST RATE	ANNUAL PERCENTAGE YIELD*	INTEREST RATE	ANNUAL PERCENTAGE YIELD*
Daily Balance of	\$2,500 to \$99,999	\$2,500 to \$99,999	\$99,999.01 or more	\$99,999.01 or more
10 Month	3.25%	3.26%	3.25%	3.26%
15 Month	2.75%	2.75%	2.75%	2.75%
30 Month	2.75%	2.77%	2.75%	2.77%

Once during the term, you can increase the APY to the current APY offered on a similar term Flexible CD. One penalty-free withdrawal of up to one-half of the current balance is allowed. This withdrawal cannot be made within six days after the date of the CD. If you withdraw the remaining balance before the maturity date, a penalty may be imposed. A minimum balance of \$2,500 must be maintained.

\*Interest on CDs of 1 year or less is compounded and credited at maturity. Interest on CDs with a term of 1 year or more is compounded and credited annually and at maturity, except for the 18-month CD which is compounded semi-annually and at maturity. There may be a penalty for early withdrawal. If compounding and crediting increases the balance to exceed \$99,999, the increased rate will take effect upon renewal (if applicable).

Variable Rate IRAs

\$50 Minimum Deposit

TERM	INTEREST RATE	ANNUAL PERCENTAGE YIELD
IRA Variable Rate Savings	3.50%	3.56%

Account automatically renews monthly. Interest is compounded at maturity.

Checking Current Rate Summary

\$50 Minimum Opening Deposit

ACCOUNT NAME	INTEREST RATE	ANNUAL PERCENTAGE YIELD
America’s Best Interest Checking		
Daily Balances of \$500 or more	0.15%	0.15%
America’s Best Premier Interest Checking		
Daily Balances of		
\$5,000 to \$49,999.99	0.15%	0.15%
\$50,000 to \$99,999.99	0.15%	0.15%
\$100,000 or more	0.15%	0.15%
The interest rate is paid on the entire balance in the account.		

Interest is compounded and credited monthly. Rates are variable and may change after account is opened. If fees are applied, earnings may be reduced.

Savings Current Rate Summary

\$50 Minimum Opening Deposit

ACCOUNT NAME	INTEREST RATE	ANNUAL PERCENTAGE YIELD
Regular Savings		
Daily Balances of \$50 or more	0.30%	0.30%
Money Market Savings*		
Daily Balances of \$500 or more	1.25%	1.26%
Premier Money Market Savings*		
Daily Balances of		
\$5,000 to \$99,999.99	1.50%	1.51%
\$100,000 to \$499,999.99	1.75%	1.76%
\$500,000 to \$999,999.99	2.00%	2.02%
\$1,000,000 or more	2.25%	2.27%
Elite Money Market Savings		
Daily Balances of		
\$25,000 to \$99,999.99	3.69%	3.75%
\$100,000 to \$499,999.99	3.69%	3.75%
\$500,000 to \$999,999.99	3.69%	3.75%
\$1,000,000 or more	3.69%	3.75%

The interest rate is paid on the entire balance in the account.

Interest on regular savings is compounded and credited quarterly. Interest on Money Market, Premier Money Market and Elite Money Market accounts is compounded and credited monthly. Rates are variable and may change after account is opened. If fees are applied, earnings may be reduced.

\*Rates apply to existing Money Market Savings Plus and Premier Money Market Savings Plus accounts; these products are no longer offered by Bell Bank.



# CONSUMER SERVICE FEES

This schedule shows the fees Bell Bank (“Bell” or “Bank”) charges for banking services and is part of your Account Agreement. Bell Bank may change, increase, or add to the fees shown in this schedule and will notify you as required when changes are made.

FEE NAME		FEE AMOUNT	
Account Reconciliation		\$20.00 per hour (\$20.00 minimum)	
Account Research		\$30.00 per hour (\$30.00 minimum, plus \$1.00 per page)	
ATM / Debit Card Order or Replacement			
Standard Bell Image Card		\$0	
Custom Image Card		\$0	
Rush Card Order (3-day delivery)		\$30.00	
ATM Fees (per transaction)		MoneyPass ATM	Non-MoneyPass ATM*
Cash Withdrawal		\$0	\$0
Deposit		\$0	Not available
Transfer		\$0	\$0
Balance Inquiry		\$0	\$0
*The ATM operator may charge their own fees, which will be displayed on the screen at the time of your transaction. Bell Bank will refund your first 4 domestic ATM fees on your checking account per monthly statement cycle. ATM transactions from savings accounts are not eligible for ATM fee refunds.			
Cashier's Checks / Official Bank Check	Bell Customer	Non-Customer	
	\$0	\$5.00	
Chargeback(s), Paper or Electronic	\$0 per item		
Check Cashing	Bell Customer	Non-Customer	
	\$0	\$0	
		Not available for all check types	
Check Printing <sup>1</sup>			
Standard Checks	\$0		
Duplicate and Other Styles	Prices vary depending on style		
Coin Counting	Bell Customer	Non-Customer	
	\$0	(not available)	
Collection Items	Domestic	Foreign	
	\$30.00 per item	Cost may vary	
Deposit Verification, Written	\$5.00 per verification		
Fax Service	\$5.00 for first page, \$1.00 for each additional page		
Foreign Currency Exchange	Cost varies based on branch and amount requested		
Gift Cards	Bell Customer	Non-Customer	
You may also have to pay fees to card service providers. Those fees will be disclosed separately.	First 10 Visa® Gift Cards free per year, \$4.00 for each additional gift card	(not available)	
Inactivity Fee <sup>1</sup>	\$5.00 per monthly statement cycle		
(Checking accounts with no required minimum balance)	(if account has no customer-initiated activity over a rolling 12-month period)		
International Transaction Fee	3% of amount		
Legal Processing Fee	\$100.00 per service		
(Garnishment, Levy, State Warrant)			
Mobile Banking			
Mobile Deposits <sup>1</sup>	\$0		
Mobile Payments via Zelle® <sup>1</sup>	\$0		
Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license. Must have a bank account in the U.S. to use Zelle®.			

FEE NAME		FEE AMOUNT	
Notary Fee		Bell Customer	Non-Customer
		\$0	(not available)
Online Bill Payment <sup>1</sup>			
Standard		\$0	
Expedited, Electronic		\$9.95 each	
Expedited, Paper		\$19.95 each	
Overdraft Item <sup>1</sup>		\$33.00 per item paid	
		No overdraft fees unless final account balance for the day is overdrawn by more than \$10. Limit of 3 overdraft fees per day.	
Overdraft Protection <sup>1</sup>			
Overdraft Protection Savings Transfer		\$0	
Ready Reserve Annual Fee		\$25.00	
Personal Line of Credit Annual Fee		\$25.00	
Photocopies	\$0.25 per copy (after first five copies)		
Returned Item/NSF <sup>1</sup>	\$0 per item returned		
Safe Deposit Box <sup>1</sup>	Deposit account relationship and automatic payment required. Safe deposit boxes are subject to availability at each location.		
2" x 5" Box	\$25.00 per year		
3" x 5" Box	\$30.00 per year		
5" x 5" Box	\$40.00 per year		
3" x 10" Box	\$50.00 per year		
5" x 10" Box	\$75.00 per year		
6" x 10" Box	\$80.00 per year		
10" x 10" Box	\$100.00 per year		
Safe Deposit Box – Key Replacement <sup>1</sup>	\$25.00 per key		
Safe Deposit Box – Lock Drilling <sup>1</sup>	Cost varies (\$150 minimum)		
Signature Guarantee and Signature Validation	Bell Customer	Non-Customer	
(Must have an active relationship with Bell that has been open longer than 60 days. Services available by appointment only with designated staff at limited locations.)	\$0	(not available)	
Statements (with check images)			
Online	\$0		
Paper	\$0		
Additional Copies	\$5.00 each		
Stop Payment	Checking & Savings \$30.00 per item		
Transaction Fee	\$1 for Regular Savings Accounts		
For each withdrawal or debit from a savings account exceeding 6 in a monthly statement period or calendar month for Regular Savings accounts	\$5 for Money Market/Premier Money Market/Elite Money Market Savings Accounts		
Wire Transfers	Bell Customer	Non-Customer	
Incoming	\$15.00	(not available)	
Outgoing – Domestic	\$25.00	(not available)	
Outgoing – International, US Currency	\$50.00	(not available)	
Outgoing – International, Foreign Currency	\$80.00	(not available)	

<sup>1</sup> Does not apply to America's Best Checking for Students account.







# How to Set Up Direct Deposits & Automatic Payments with Your Bell Account

*Thank you for banking with Bell Bank!*

Please give your employer or other agency the account number, routing number and bank address below to set up any direct deposits (such as payroll, Social Security, retirement income or pension) or automatic payments from your account.

Account type: ☒ Checking ☐ Savings

MICKEY P MOUSE  
100 STATE ST  
MOORHEAD, MN 56560

101

DATE \_\_\_\_\_

PAY TO THE ORDER OF \_\_\_\_\_ \$ \_\_\_\_\_

DOLLARS

**Bell Bank**  
bell.bank

MEMO \_\_\_\_\_

**091310521 6521678729**

Routing number      Account number

Routing number: 091310521      Account number: 6521678729

We encourage you to set up automatic payments from your checking account rather than a savings account due to account fees associated with a savings account for each withdrawal/debit over six in a monthly statement period.

Want help switching any of your current automatics? Just ask your personal banker.

## Bank address:

Bell Bank  
3100 13th Avenue South  
P.O. Box 10877  
Fargo, ND 58106-0877  
Phone: 800.450.8949

Member FDIC









## **Personalized Check Order**

ACCOUNT NAME MICKEY P MOUSE	
SECOND ACCOUNT NAME	
ADDRESS 100 STATE ST	
CITY & STATE MOORHEAD, MN 56560	ZIP CODE
PHONE NO. (218) 867-5309	

Single/Wallet <input type="checkbox"/>	Duplicate <input type="checkbox"/>
1 Box <input type="checkbox"/>	2 Boxes <input type="checkbox"/>
Starting No.	

Account Number	6521678729
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## **Debit Card Order**

1) MICKEY P MOUSE	Yes <input type="checkbox"/> No <input type="checkbox"/>
2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
3)	Yes <input type="checkbox"/> No <input type="checkbox"/>
4)	Yes <input type="checkbox"/> No <input type="checkbox"/>

New Debit Cards can be ordered through the account application in the Fulfillment section by selecting the applicant, in the Complete Fulfillment Items option found in the Applicant option in the ribbon.

Debit Cards that require special handling (rush delivery, ship to an alternate address or branch, different limits, etc...) must be ordered using the Debt Card Application task.

## **Reminders**

- ☐ Verafin Entry
- ☐ Building Relationships Database Entry (required for first time checking account customers)

## **Building Relationships**

Does the customer plan on using their new Bell account for direct deposits or automatic payments? Yes ☐ No ☐

Did you assist in helping the customer switch their deposits/payments to their new Bell account? Yes ☐ No ☐

	Yes	No
Debit Card		
Debit Card Manager		
Online Banking		
Mobile Banking/Text Banking		
Paperless Statements		
Bill Pay		
Elan Credit Card		

	Yes	No
Savings Account		
ChangeSaver		
Savings ODP Transfer/Ready Reserve		
Line of Credit		
Loan		
Certificate of Deposit		
Individual Retirement Account (IRA)		
Safe Deposit Box		