



**Ameriprise Bank, FSB  
Deposit Account Agreement**

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## Welcome to Ameriprise Bank, FSB

### The Agreement

This Deposit Account Agreement (“Agreement”) provides the terms and conditions that apply to the deposit account(s) you have opened with Ameriprise Bank, FSB (“Account”). This Agreement, along with the Consumer Pricing Disclosure, Savings Account Rates, Consent to Receive Communication Electronically, Privacy Notice and California Consumer Privacy Act Privacy Notice Addendum for California Residents (collectively “Disclosures”) constitute the binding contract between Ameriprise Bank, FSB, and you with respect to your Account with us. Please read these documents carefully and keep them for future reference. When you complete our Account opening documents, or keep your Account open, you acknowledge that you have reviewed and understand the terms and conditions of this Agreement and Disclosures and agree to be bound by such terms and conditions.

This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between you and Ameriprise Bank, FSB with respect to the Account, regardless of how you title your Account, or whether you yourself act in a fiduciary or similar capacity with respect to funds deposited with us.

If you need another copy of this Agreement, or if you have any questions, you can speak directly with an Ameriprise Bank Customer Service Center representative by calling 800.862.7919 or visit us online at [ameriprise.com/disclosures](http://ameriprise.com/disclosures).

You are not required to own or open a brokerage account or any other non-banking account with Ameriprise Financial, Inc. or any of its affiliates or subsidiaries to own or open an Account with Ameriprise Bank, FSB.

### Changes to the Agreement

We reserve the right to delay, discontinue, or make changes to Accounts or services, and to convert your existing Accounts and services into new types of Accounts and services. We may change this Agreement at any time, and the updated Agreement will supersede all prior versions. We will notify you of any future changes to this Agreement based on your communication preference; however, we may make changes to this Agreement without prior notice unless otherwise required by law. By continuing to use your Account or keeping it open after receiving notification of changes to the Agreement, you are agreeing to the updated terms and conditions.

### Governing Law

The Agreement and the rights and obligations of Ameriprise Bank, FSB, and you with respect to each Account shall be governed by and construed in accordance with the laws of the United States and the State of Minnesota.

### Definitions

The following definitions apply in this Agreement except to the extent any term is separately defined for a specific section.

“Ameriprise” refers to Ameriprise Financial, Inc. and all its affiliated entities.

“Agent” or “Authorized Person” is a person who has power to act on an Account, or on behalf of an Account Owner. This includes an attorney in fact and a court appointed guardian or conservator.

"Bank", "we", "us" and "our" mean Ameriprise Bank, FSB.

"Business Day" means every day except Saturdays, Sundays, and Federal Reserve Bank holidays.

"Cutoff Time" is the time for processing transactions, transactions made after that time will be processed the next Business Day. The general Cutoff Time for the Bank is 3:00pm CST; however, the Cutoff Time for internal transfers from Ameriprise brokerage or Ameriprise certificate account to Bank deposit account is 2:00pm CST.

"Household" includes an individual, his or her spouse or domestic partner, and the unmarried children under age 21 who reside at the same address.

"Householding" is the process of combining accounts of individuals in the same Household for the possible benefit of advantageous pricing or fees on Ameriprise products and services.

"Owner" is a person(s) who has the authority to direct an Account in his, her, or its own name.

"Primary Owner" is the taxpayer and the first person named on a joint Account.

"Secure Site" refers to the Ameriprise website through which you can access your Account information, Bank notifications, disclosures, and agreements. Please access the Secure Site via [ameriprise.com](http://ameriprise.com) and sign in with your user ID and password.

"You" and "your" mean each person who owns an Account or an authorized person who can manage the Account.

## **Account Opening Requirements**

### **Eligibility**

To open an Account, each Account Owner must be a U.S. citizen or U.S. resident alien, at least 18 years old, have a valid Social Security Number ("SSN") or other Tax Identification Number ("TIN"). Each applicant must provide his/her valid physical U.S. address (not a PO box), legal name, date of birth and other information required by us to open an Account. U.S. citizens or U.S. resident aliens residing in a U.S. territory or foreign country are not eligible to open or maintain an Account. Accounts may only be opened by natural persons and may only be used for personal, family, or household purposes. Accounts may not be opened or maintained by businesses or used for business purposes. Accounts may not be opened in the name of a trust or other legal entity or by a fiduciary (e.g., attorney-in-fact, executor, conservator, guardians, trustees, etc.). If, however, a fiduciary is appointed by a court or by operation of law after Account opening, we may allow the fiduciary to access and control an Account on a temporary basis; thereafter, the Account may be closed. There may be additional eligibility requirements imposed at our discretion.

We may obtain information about you from third parties that will help us determine if we will open the Account you have requested. These inquiries may delay Account opening.

We reserve the right to decline to open an Account for you for any reason.

You agree to provide us accurate and complete information we request in connection with an Account and transactions.

## **USA PATRIOT Act**

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify, and record information to identify each customer who opens an account with that financial institution.

If we are not able to verify your identity to our satisfaction, we will not open your Account or will close the Account if it was previously funded. We may ask for additional information. If your Account is funded before we verify your information, we may without notice stop paying interest on your account or may continue paying interest but comply with backup withholding requirements of the IRS.

## **Consumer Reporting Agencies**

By applying for or opening an Account, you authorize us to obtain consumer reports about you from consumer reporting agencies for the purpose of considering your Account application and from time to time to review or service your Accounts, and for any other legitimate purpose. We may also report negative information about your Account to consumer reporting agencies (for example, if you overdraw your Account and do not pay us back).

## **Information Reporting (Form 1099 Reporting and Backup Withholding)**

During your Account application, the individual Account Owner and the Primary Owner will have to furnish her/his correct SSN or TIN to us and when applicable, (1) to certify that the SSN or TIN she/he is furnishing is correct, (2) to certify that she/he is not subject to backup withholding, because (a) she/he is exempt from backup withholding, or (b) she/he has not been notified by the Internal Revenue Service ("IRS") that she/he is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified her/him that she/he is no longer subject to backup withholding, (3) to certify that she/he is a U.S. citizen or other U.S. person, and (4) to certify that she/he is exempt from FATCA reporting. If the individual Account Owner and the Primary Owner do not furnish her/his correct TIN and make the appropriate certifications, interest payments will be subject to the current backup withholding rate as prescribed under the Internal Revenue Code.

## **Account Ownership**

These rules apply to your Account depending on the form of ownership specified on the Account records. We reserve the right to refuse some forms of ownership on any or all our Accounts. We make no representations as to the appropriateness or effect of the ownership except as it determines to whom we pay the Account funds.

### **Individual Account**

An individual Account is an Account that is owned by one natural person. We may open an individual Account without regard to whether the funds on deposit are your community or separate property. You are responsible for determining the property rights applicable to the funds in your Account which may require consultation with your legal advisor.

### **Joint Account**

A joint Account is an Account that is owned by more than one natural person. You understand and agree that each co-owner on joint Account has equal ownership rights to the Account allowing them to deposit, transfer and withdraw funds, or close the joint Account without the consent or approval of any other co-owner. All joint Accounts are held as joint tenants with right of survivorship, we make no representation to whether your joint Account will meet the ownership requirements under applicable state law. If one Owner dies, the funds in the Account will belong to the surviving co-owner(s), subject to any outstanding amount the deceased co-owner or a surviving co-owner(s) owe us. If there is more than one surviving co-owner, they will continue to own the balance in the Account as joint tenants with right of survivorship.

You are solely responsible for meeting any joint ownership requirements imposed by applicable state law including, but not limited to, determining your liability to other co-owners on the Account. Co-owners of a joint Account are jointly and severally liable for activity, fees, and charges on the Account. If we provide notice to one co-owner, all co-owners are deemed to have received notice. The Primary Owner agrees to notify the other co-owners of any legal notice pertaining to the joint Account.

The Primary Owner will receive and have access online to tax documents and certain account information. See Consolidated Statements Section for information about statements.

### **Agent**

We will accept and comply with court orders and take directions from court appointed guardian or conservator. We may request additional documentation be provided to us to comply with the directions given by court appointed guardian or conservator. We have no liability when we follow or refuse to follow directions of an Agent. The Owner is responsible for any acts or transactions of the Agent. We undertake no obligation to monitor transactions to determine that the acts of the Agent are on the Owner's behalf. You agree to not hold us responsible for any loss or damage you may incur because of our following instructions given by the Agent.

### **Power of Attorney**

We reserve the right to refuse to accept a Power of Attorney ("POA") and to require verification or an affidavit. We are not required to investigate the facts relating to any POA provided to us. Once a POA is applied to your Account, we may allow your attorney-in-fact under the POA to make transactions on your Account as permitted by the POA until: (a) we have received written notice of the termination or revocation of the POA, or death or incapacity of the Owner, and (b) we have a reasonable opportunity to act on the notice. The Owner is responsible for any acts or transactions of the attorney-in-fact. We undertake no obligation to monitor transactions to determine whether the acts of the attorney in fact are on the Owner's behalf. You agree to not hold us responsible for any direct, indirect, special, incidental, or consequential losses or damages (including, but not limited to, attorneys' fees) you may incur as a result of following instructions given by the POA and the attorney-in-fact under the POA. If you have questions about the POA on your Account(s), please call us at 800.862.7919.

## **Ameriprise® Bank Savings Account**

### **Minimum Opening Deposit**

A minimum deposit of \$100 is required to open *Ameriprise* Bank Savings Account. This amount needs to be deposited in a single transaction amount as the Account will not allow any initial deposit for less than the minimum stated. This amount must be deposited within 30 days of Account opening.

### **Fees**

For fees that apply to your Account, see *Ameriprise* Bank Savings Account Consumer Pricing Disclosure for information. This disclosure is available at [ameriprise.com/disclosures](http://ameriprise.com/disclosures) or by calling an Ameriprise Bank Customer Service Center representative at 800.862.7919. We reserve the right to change the fees applicable to your Account at any time in our sole discretion without prior notice, unless required by law.

### **Interest**

Interest on Accounts will be compounded on a daily basis and credited every month. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to your Account daily ending balance plus the interest that has already accrued to determine the accrued



interest for each day. Daily periodic rate is calculated by dividing the interest rate by the actual number of days in the year (365, or 366 in leap years).

Interest begins to accrue on the Business Day that we receive your deposit. If you close your Account before the end of the monthly statement cycle, you will receive accrued interest until the day prior to the day your Account is closed.

*Ameriprise Bank Savings Account* is a tiered variable-rate account. Each tier reflects the minimum and maximum daily ending balance required to obtain the applicable interest rate. The interest rate is variable. The interest rate paid is calculated according to your Account daily ending balance. See Ameriprise Bank, FSB Savings Account Rates document on [ameriprise.com/bank-savings#rates](http://ameriprise.com/bank-savings#rates) for details.

The balance tiers, corresponding interest rates and annual percentage yield may change in our sole discretion at any time without notice.

## Deposits

You can make deposits to your Account(s) in any of the following ways:

- Automated Clearing House (“ACH”) Transfers into your Account.
- Wire Transfers into your Account.
- Account Transfers from other Ameriprise accounts online through our Secure Site, via our mobile app, or by calling us at 800.862.7919.
- Mobile Deposit of a check made electronically with your smartphone up to certain limits. We will determine in our sole discretion whether you are eligible to use mobile deposit capture services. See the Mobile Deposit Addendum for terms and conditions of the mobile deposit service.
- Mail a check payable in the name of the Owner to Ameriprise Bank, FSB at 70209 Ameriprise Financial Center, Minneapolis, MN 55474. You should endorse the check being sent through the mail and write the words “For Deposit Only” with your correct Account number underneath to ensure the check is credited to the correct account. Include a deposit slip for your Account, which you can find on [ameriprise.com](http://ameriprise.com). If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any Account you have with us, or we may return the check to you.

## General Deposit Provisions

We may refuse to accept, return, reject or limit all or part of any deposit or impose conditions on a deposit to your Account in our sole discretion.

If we accept items for deposit to your Account, you are responsible for any items, if there is a subsequent problem with them.

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your Account conditionally subject to our receipt of final payment. If we do not receive final payment or the item is returned to us, you agree to pay us the amount of the dishonored deposited funds, and you authorize us to debit your Account, without prior notice to you, for the amount of the returned item, any interest paid on the deposit, and any other fee we pay or loss we incur. We may send the unpaid item back for collection a second time without notifying you, and you waive any notice of dishonor and protest.

You agree to pay our collection agency fees and costs and our attorney's fees and court costs if an overdraft, returned deposited check or other transaction in your Account is referred to a collection agency and/or an attorney for collection.

If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation and deduct any interest paid without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn.

### **Endorsement**

We may accept for deposit into your Account any item made payable to you without your endorsement or if they are not endorsed by you, however, we reserve the right to require your endorsement before accepting the item for deposit. We may add an endorsement(s) on any item we accept for deposit into your Account, and you agree that you will be responsible for the item as if you endorsed it yourself. You warrant that all endorsements on items deposited to your Account are genuine. If you don't endorse the check properly and it causes us a loss, cost, or expense, you agree to pay that amount to us.

### **Deposits Not Accepted**

We do not accept the following types of deposits:

- Cash, U.S., or foreign currency,
- Deposits via Automated Teller Machines,
- Third-party checks (checks made payable to someone other than an Owner),
- Checks drawn on foreign banking institution,
- Wire transfers initiated from foreign countries,
- Starter checks,
- Temporary checks,
- Double-endorsed checks (checks with more than one endorsement),
- Postdated checks,
- Incomplete checks,
- Traveler's checks,
- Other items that, in our sole discretion, the Bank determines to not accept.

We do not allow deposits or withdrawals in cash, whether U.S. or foreign currency

### **Funds Availability**

Funds you deposit in an Account will become available to you in accordance with the timeframes set forth in this Section. Between the time that you deposit the funds and when the funds become available to you, you may not withdraw the funds and we will not use the funds to pay withdrawals or debits that you have authorized or made from your Account.

If your deposit is received before the Cutoff Time on a Business Day we are open, we will consider that day to be the day of your deposit. However, if your deposit is received after the Cutoff Time or on a day that we are not open, we will consider that the deposit was made on the next Business Day we are open.

Deposit made by mail and addressed to the designated address will be considered received by Bank on the Business Day we receive the deposit at the designated Bank mail facility if the Bank receives the deposit before the Cutoff Time on a Business Day. The deposits are received by the Bank at the time the mail is delivered to the Bank. If the Bank received the deposit made by mail after the Cutoff Time on

Business Day, the deposit will be considered received on the next Business Day. We do not accept cash deposits. Do not send cash deposits. The Bank is not liable for any deposits lost in the mail.

Same Day Availability - Funds from the following types of deposits will be available on the Business Day we receive the deposit or in the case of ACH transfers on the settlement date:

- Wire transfers,
- Electronic direct deposits (ACH transfers into your Account initiated through another financial institution), and
- Transfers from your Ameriprise brokerage account(s).

Next Day Availability – Funds from the following types of deposits will be available on the first Business Day after the Business Day of your deposit:

- U.S. Treasury checks that are payable to you,
- U.S. Postal money orders, Federal Reserve Bank checks and Federal Home Loan Bank checks, if these items are payable to you,
- State and local government checks that are payable to you, and
- Cashier's, certified, and teller's checks that are payable to you.

Other Deposits – For all other types of checks (“Other Checks”), the first \$225 of each check deposited will be made available on the first Business Day after the Business Day of your deposit and the remaining funds the second Business Day after the Business Day of your deposit.

Funds from transfers from your Ameriprise certificate account(s) will be available by the second Business Day after the Business Day of your deposit.

Funds from ACH transfers into your Account that you initiate through the Bank from a linked non-Ameriprise account will typically be available within 3 Business Days after the Business Day we receive your ACH transfer request

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See General Deposits Provisions Section of the Agreement.

Availability may be delayed in the following situations:

**Case by Case Delays:** In some situations, we may not make all the funds available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposit, however, will be available no later than the first Business Day after the day of your deposit.

If we are not going to make all the funds from your deposit available on the first Business Day after the day of your deposit, excluding Other Checks that will be available as described above in this Section, we will mail and/or email the individual Account Owner or Primary Owner a notice by the day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard Exceptions:** The availability of funds that you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify the individual Account Owner or Primary Owner, by mail and/or electronically depending on your communication preferences, 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 30 days your Account is open.

Funds from electronic direct deposits and wire transfers to your Account will be available on the day we receive the deposit or in the case of ACH transfers on the settlement date. Funds from the first \$5,525 of a day's total deposits of cashier's, certified, teller's and federal, state, and local government checks will be available on the first Business Day after the day of your deposit. The excess over \$5,525 will be available on the sixth Business Day after the day of your deposit.

Funds from all other check deposits will be available on the sixth Business Day after the day of your deposit. In certain instances, we may hold funds from check deposits for longer than the sixth Business Day if Safeguard Exceptions above apply.

To the extent permitted by law, we reserve the right to extend any of the timeframes set forth in this section for certain reasons, including if we suspect fraud. In addition, funds in an Account being closed may be subject to a temporary hold to allow outstanding transactions to clear and for any necessary processing procedures to be performed. Adjustments for errors in addition or subtraction may be posted to your Account. Your Account may also be adjusted for items you have deposited that we determine require special handling including, but not limited to, verification of prior endorsements.

Our funds availability does not apply to the deposits made using mobile device. See Mobile Deposit Addendum for more information.

## **Withdrawals and Transfers**

You can request a withdrawal or transfer from your Account(s) by using the Secure Site on [ameriprise.com](http://ameriprise.com), the Ameriprise Mobile App, contacting Ameriprise Bank Customer Service Center or providing written documentation where applicable. For information about transfers by Ameriprise advisors, see Access by Ameriprise Advisors Section of this Agreement. Withdrawal and transfer request received before the Cutoff Time on the Business Day will be processed the same Business Day. Withdrawal and transfer requests received after the Cutoff Time, or on a day that is not a Business Day, will be processed the next Business Day.

We may refuse any withdrawal or transfer request from your Account which is greater in number than the withdrawal limits permitted, or which is for an amount greater or less than any withdrawal limitations. Please contact Ameriprise Bank Customer Service Center at 800.862.7919 regarding the withdrawal and transfer limits. See the Funds Availability Section of this Agreement for information about when the funds

you deposit will be available and the Withdrawal and Transfer Limits Section of this Agreement for information about the transaction limits.

You can make withdrawals or transfers from your Account(s) in any of the following ways:

- Internal transfers from your Account into Ameriprise account,
- ACH transfers from your Account,
- Wire transfers from your Account,
- Official checks - If we or you close your Account, we may issue you an official check. If an official check issued to you is lost, stolen, or destroyed, call Ameriprise Bank Customer Service Center immediately.

We will not permit withdrawals from your Account if there are not sufficient funds available in your Account, and we will not be liable for dishonoring a transaction if you do not have sufficient funds to cover it. You must always maintain sufficient available funds in your Account to cover withdrawals and transfers or any other items negotiated or accepted by us on your behalf. In some circumstances, your Account might still become overdrawn. If this happens, you are responsible for the full amount of any overdrawn amount. You also agree to reimburse us for any losses we incur in collecting any overdrawn balances.

### **Withdrawal and Transfer Limits**

You can make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, from your Account per monthly statement cycle (or each month if you have a quarterly statement cycle) from the following: preauthorized or automatic transfers (including transfers for overdraft protections), telephone or other electronic transmissions; online banking and mobile banking transfers or bill payment transfers. We count a withdrawal or transfer on the date that we debit it from your Account. This date may be different from the date you authorize, transfer, or write the transaction, which means a transaction made during one monthly statement cycle (or each month if you have a quarterly statement cycle) may not be counted until a later monthly statement cycle (or month if you have a quarterly statement cycle).

If you exceed the transaction limits set forth above in this Section, your Account will be charged a fee according to the *Ameriprise* Bank Savings Account Consumer Pricing Disclosure for each excessive transaction. If you exceed the transaction limits more than three times in a 12-month period, we may revoke privileges on your Account or close your Account.

### **Notice of Withdrawal**

We reserve the right to require not less than seven days' notice in writing before each withdrawal from an Account. Although the law requires us to reserve this right, it is unlikely that we will require the notice.

### **General Fund Transfer Provisions**

You acknowledge and agree that we are relying upon the information you provide, as well as information provided by the external bank or third-party sending transfers to you, when we process transfers on your behalf, and you're responsible for correctly identifying the information for transfers. When you request or we receive a wire transfer, ACH transfer or internal transfer involving your Account, we do not have a duty to determine whether the account number provided to us matches the name or other information given to us with the transfer or transfer request. We will not be liable to you if we post a transfer that was intended for your Account to another account.

When you provide us with information to initiate a transfer, you agree that we will not be responsible for accuracy of the information or for any errors or discrepancies, and you agree that we have no responsibility to determine accuracy or detect errors or discrepancies.

We will not permit transfers to or from your Account unless you provide us with satisfactory identification and any other documentation or information that we may require. We reserve the right to reject any transfer request.

## **Wire Transfers**

Generally, we will use the Federal Reserve Bank's wire transfer system, but you authorize us to use any wire transfer system we deem appropriate in our sole discretion. You acknowledge that each wire transfer system is governed by its own operating rules and regulations, and you agree that each payment order or fund transfer you originate shall be subject to the rules and regulations of the wire transfer system. The Bank shall not be liable for any errors, negligence, suspension, or default of any such system, and we shall not be liable for any delay or failure of delivery in the transmission of a payment order or fund transfer you originate through any such system. No foreign wires are allowed on your Account. We have no responsibility to accept any incoming wire fund transfer and have a right to reject any outgoing wire transfer request. You agree that our records will be binding on all parties.

You may request a wire transfer either by calling us at 800.862.7919 or writing us at Ameriprise Bank, FSB, 70915 Ameriprise Financial Center, Minneapolis, MN 55474 to request the wire transfer service. You understand you must set up the wire authorization using Ameriprise Bank, FSB Outgoing Wire form. You understand that we will only wire transfer funds in accordance with the authorizations you have given to us. You must provide us with the complete and accurate information requested on the Ameriprise Bank, FSB Outgoing Wire form. We require the funds to be available in and collected from your Account before we can authorize a wire to be sent on your behalf. We may require additional information to verify your identity or the recipient's identity or any other information we may request.

### **Processing Wire Transfers Out of Your Account**

If you call us on the Business Day before the Cutoff Time and there is a standing instruction on file, wire transfers out of your Account will be completed on the same Business Day. If you call us on a Business Day after Cutoff Time and there is a standing instruction on file, wire transfer out of your Account will be completed the next Business Day.

If you write us, the wire transfer out of your Account will be completed by the next Business Day following the Business Day we receive the written wire transfer request. Wire transfer request out of your Account made by mail and addressed to the designated address will be received by Bank on the Business Day we receive the wire transfer request at the designated Bank mail facility if the Bank receives wire transfer request before the Cutoff Time on a Business Day. The wire transfer requests are received by the Bank at the time the mail is delivered to the Bank. If the Bank received the wire transfer request out of your Account made by mail after the Cutoff Time on a Business Day, the wire transfer request will be considered received on the next Business Day.

## **ACH Transfers**

You acknowledge that when we initiate ACH transfers on your behalf, or receive ACH transfers on your behalf, they will be processed under the National Automated Clearing House Association ("NACHA") Operating Rules. You agree to be bound by NACHA Operating rules.

You can initiate ACH transfers to or from your Account into or out of the linked non-Ameriprise accounts on the Secure Site, through the Ameriprise Mobile App or for one-time ACH transfers by telephone. To make these ACH transfers, you must link your non-Ameriprise accounts online or by mail. You understand you must link non-Ameriprise accounts using Ameriprise process for linking non-Ameriprise accounts. The linking process imposes other terms and conditions in addition to this Agreement. Any linking of non-Ameriprise accounts is subject to our approval, in our sole discretion.

Once the non-Ameriprise account is linked the following applies for ACH transfers. If you request an outgoing ACH transfer from your Account before the Cutoff Time on a Business Day, we will consider that day to be the day of that request. However, if you request an outgoing ACH transfer after the Cutoff Time, or on a day that we are not open, we will consider that request made on the next Business Day. An outgoing ACH transfer will be processed on the first Business Day and scheduled for the second Business Day after the Business Day of your outgoing ACH request.

Recurring ACH transfers that you have initiated from the Bank and that are returned may be deleted prior to the next scheduled ACH transfer date. We have no obligation to contact you if we delete any such future ACH transfers.

### **Stop Payment of ACH Transfers**

If you have scheduled a one-time ACH transfer or a recurring ACH transfer out of your Account, you can stop any of these transfers. Here's how:

Call us at 800.862.7919, or write us at Ameriprise Financial, 70100 Ameriprise Financial Center, Minneapolis, MN 55474, in time for us to receive your request 3 Business Days or more before the transfer is scheduled to be made. When you make the request, you must provide us your name and Account number, the exact name of the payee, specify the exact amount of the transfer you want stopped, and the date the transfer 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. There will be a fee for a stop payment item. Please refer to *Ameriprise* Bank Savings Account Consumer Pricing Disclosures for the amount we will charge you for each stop payment item.

For the ACH transfers for which you request stop payment, you must contact payee, external bank or third party authorized to debit your Account and revoke your authorization to debit your Account. If you order us to stop one of these transfers 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 Payments Notice of Varying Amounts**

If your preauthorized payments vary in amount, the person you are going to pay must 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.

### **Disclosure of Account Information about Electronic Fund Transfers**

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) If you give us your written permission, or
- (5) As disclosed in our Privacy notice(s) available at [ameriprise.com/privacy-security-fraud](http://ameriprise.com/privacy-security-fraud).

## **Documentation of Electronic Fund Transfers Preauthorized Credits**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person, entity, or company, you can call us at 800.862.7919 or access your Account on the Secure Site to find out whether the deposit has been made.

## **Error Resolution Notice**

In case of errors or questions about your electronic transfers, call us at 800.862.7919 or write us at Ameriprise Financial, 70100 Ameriprise Financial Center, Minneapolis, MN 55474, 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 you 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask for you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to provisionally credit your Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide 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.

## **Liability for Unauthorized Electronic Fund Transfers from Your Account**

If your statement shows electronic fund transfers that you did not make, notify us at once. If you do not notify us within 60 days after the statement was sent or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

## **Liability for Failure to Complete Electronic Fund Transfers**

If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to your request, 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 insufficient funds in your Account.
- (3) If you have exceeded applicable withdrawal and transfer limits for your Account set forth in the Withdrawal and Transfer Limits Section.
- (4) If you did not provide us with the correct information to make the transfer.
- (5) If the funds in your Account are subject to legal action.
- (6) If there was an equipment or website malfunction of which you were aware before you sent us the instruction.
- (7) If your Account has been inactive or closed.
- (8) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (9) There may be other exceptions stated in this Agreement with you or as provided by law.

## **Bank Contacts**

If you need to call or write to us about your Account, use the following address or telephone number:

Ameriprise Bank, FSB  
70915 Ameriprise Financial Center  
Minneapolis, MN 55474  
800.862.7919

## **Posting Order**

On any Business Day before Cutoff Time, we will generally post all transactions in your Account in the order in which we receive them, other than ACH transfers into your Account. ACH transfers we receive into your Account will be posted first, lowest to highest in dollar amount order, followed by other transactions.

We reserve the right to post transactions to your Account in any order we determine and in our discretion. We reserve the right to change our order of posting at any time without notice to you. The order in which we post the transactions to your Account may not be the same as the order in which you make a transaction on your Account. When you do not have enough available funds to cover all the items presented that day, the order in which we post your transactions may result in insufficient funds.

## **Substitute Checks and Your Rights**

### **Important Information About Your Checking Account**

#### **What Is a Substitute Check?**

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

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

### **What Are My Rights Regarding Substitute Checks?**

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your Account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

### **How Do I Make a Claim for a Refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at Ameriprise Bank, FSB, 70915 Ameriprise Financial Center Minneapolis, MN 55474 or by phone at 800.862.7919. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or all the following information to help us identify the substitute check: check number, the name of the person to whom you wrote the check, and the amount of the check.

## **Communications Regarding Accounts**

### **Changes to Personal Information**

It is your responsibility to maintain and promptly update any changes in the identifying information you provided to us at Account opening or during the time your Account is open. Information such as physical address, mailing address, phone number, and email address can be updated online through the Secure Site or by calling Ameriprise Bank Customer Service Center at 800.862.7919. We have no liability to you if you fail to notify us of a change in your physical address, mailing address, phone number or email address.

**Phone Communication Policy**

By providing us with a phone number, including a cellular phone number, you are expressly consenting to receive communications, including, but not limited to, pre-recorded or artificial voice message calls, text messages and calls made by an automatic telephone dialing system from us, our affiliates, and agents at that number. You agree that this express consent applies to each phone number that you provide to us now or in the future. Calls and text messages may incur a fee with your cellular provider; please refer to your cellular provider terms and conditions for details.

**Electronic Messages**

You acknowledge that data, including, but not limited to, emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

**Undeliverable Email**

If an email is returned to us as undeliverable, we will mail you a notification that you should update your contact information with us. If no action is taken on this notification, your Account communication preferences will change from electronic to paper. We will stop sending you email communications, until active email address is provided to use.

**Online Banking and Mobile Banking**

The online banking and mobile banking allow you to review your Accounts and conduct certain transactions online at ameriprise.com through Secure Site or on mobile device through Ameriprise Mobile App. Online banking and mobile banking are available to all our customers with the exception of Authorized Persons. See Ameriprise User Agreement for Secure Site Features of Ameriprise.com, Ameriprise Financial Online Money Transfer User Agreement and Ameriprise Mobile Deposit Addendum available on Secure Site and/or through Ameriprise Mobile App for additional terms and conditions applicable to online banking and mobile banking.

**Consolidated Statements**

We make statements for Accounts available to the individual Account Owner or Primary Owner by mail and/or online at ameriprise.com depending on Individual Account Owner's or Primary Account Owner's preferences on whether to receive Account statements in paper or electronically. The individual Account Owner or Primary Account Owner will receive a statement showing the activity on your Account on a monthly basis or quarterly if there is no activity on your Account.

Ameriprise will combine most of the Ameriprise accounts owned by individual Account Owner or Primary Owner along with Account based on their Householding and group selection at Ameriprise at the time the account was opened. Most of the Ameriprise accounts are shown collectively according to the Householding and group selection when providing paper and/or electronic statements of account(s) and displaying account information on the Secure Site. If you would prefer to not have your Accounts included for consolidated statements, please call 800.862.7919.

Periodic statements that we make available to one owner of Account will be the same as providing statements to all owners of Account. You agree to designate the Primary Owner's address for purposes of receiving statements and other Account correspondence.

You must examine the statement and agree to notify us of any unauthorized transactions or any error on your Account statement within 60 days after the statement is sent or made available to the individual

Account Owner or Primary Owner. Your ability to recover any losses will be limited if you fail to notify us within 60 days and/or in accordance with applicable law. See Liability for Unauthorized Electronic Fund Transfers from Your Account Section for information regarding unauthorized electronic fund transfers.

## **Additional Terms and Conditions**

### **Access by Ameriprise Advisors**

If you have an Ameriprise advisor, your Ameriprise advisor will be able to view your Account details. You understand and agree that your Ameriprise advisor, pursuant to your request, will be able to transfer funds between eligible Accounts and any Ameriprise account, and between eligible Accounts and any external bank account you authorized us to credit or debit. Transfers include, but are not limited to, wire transfers and ACH transfers. If you have questions, please call an Ameriprise Bank Customer Service Center representative at 800.862.7919.

### **Ameriprise Financial Advisor Compensation**

Ameriprise advisors may receive compensation for selling Bank deposit products.

### **Account Closure**

We may close an Account and terminate this Agreement at any time for any reason without notice, unless required by law. If your Account has a balance when we close it, we will return the remaining funds to you less any applicable fees and amounts due to us. We will issue a check for the balance and send it to the individual Account Owner's or Primary Owner's address we have on file.

We may close your Account if we deem your use of the Account to be inconsistent with the terms of this Agreement including, but not limited to:

- Providing incorrect or misleading data when opening the Account;
- Maintaining a zero balance for 60 days or more;
- Conducting or we suspect illegal or fraudulent activity;
- Receiving or sending money to any unlawful gambling entity or organization;
- If you no longer reside at a physical address in the U.S.;
- If you do not make the minimum opening deposit within 30 days of Account opening;
- If you exceed the maximum number of withdrawals allowed from your Account;

After your Account is closed, we have no obligation to accept deposits or pay any outstanding items, but we may do so at our option. We are not liable for any losses or damage that may result from dishonoring any items, refusal to pay or release funds after your Account has been closed.

You are responsible for leaving enough funds in your Account to cover any fees, amounts owed to us and outstanding items to be paid from the Account. If your Account balance is insufficient to pay fees, amounts owed to us and outstanding items, you will be liable to us for the unpaid amount and agree to pay promptly all amounts owed to us.

We may allow any joint Account Owner to close an Account without the consent or signature(s) of any other Owner(s).

### **Reopened Account**

We reserve the right to reopen an Account. Any reopened Account will be subject to the Agreement and all the terms and conditions then in effect for that type of Account.

**Death or Incompetence**

You agree to notify us promptly if any Owner or person with a right to withdraw funds from your Account(s) dies or becomes legally incompetent. We may continue to honor all transactions initiated until: (a) we have received written notice or have actual knowledge of the date of the death or incompetence of an Account Owner and (b) we have had a reasonable opportunity to act on that knowledge. We will not be liable for any actions or inactions taken on that basis. You agree that we may honor transactions initiated before the date of death or legal incompetence and/or after such death or legal incompetence as permitted by law. We will require proof of death or legal incompetence. We may put a hold on an Account upon receipt of documents evidencing death or incompetence or actual knowledge of death or until a third party has provided documents establishing authority to act on the Account.

**Privacy**

See [ameriprise.com/privacy-security-fraud](http://ameriprise.com/privacy-security-fraud) for our Privacy notice(s) and to get answers to privacy and security related questions about your Account(s).

**Reg GG – Anti-gambling**

You may not use your Account for any illegal purpose, including, but not limited to, internet gambling. You may not use your Account to set up or facilitate internet gambling. The Bank reserves the right to deny any transaction or authorizations from merchants who are engaged in, or seem to engage in, the internet gambling business. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions where the Owner may be located.

**Suspicious or Fraudulent Activity**

If we suspect any suspicious, unauthorized, fraudulent or unlawful activities, we can restrict access to or place a hold on your Account.

**Monitoring and Recording Communications**

We reserve the right to monitor, record and retain your communications with us at any time without further notice to anyone, unless required by law. Monitored, recorded communications include telephone conversations, electronic messages, electronic records, chats or any other communication in any form. You acknowledge and agree that we, or anyone acting on our behalf, may monitor, record and/or retain any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. Unless the law requires otherwise, you consent in advance to such recording and monitoring, and we do not need to remind you of these activities at the time of the call or communication.

**Setoff**

We may (without prior notice and when permitted by law) set off the funds in this Account against any debt you owe us or our affiliates now or in the future. To the extent permitted by contract, you waive any rights to limit or condition our ability to setoff funds in your Accounts. You authorize us to setoff funds in your accounts with us or with our affiliates for debt that you owe us or our affiliates. The right to setoff can be exercised without prior notice where permitted by law. If your Account is a joint Account, we may set off funds in the joint Account to pay the debt owed to us by any or all of you.

This right of setoff does not apply if: (a) the Account is an IRA or other tax-deferred retirement 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 or if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff. This right of setoff is in addition to any security interest that we or our affiliate might have in your accounts. Additional Account fees may apply after our right of setoff has been exercised.

### **Unclaimed Property and Escheatment**

If we send you mail that is returned as undeliverable, or if you show no indication of interest in your Account for a certain period, we may be required to turn your Account over to the state of your last known address. This process is known as “escheatment”, and each state has its own laws regarding when we must escheat Accounts.

### **Reclamation**

Should you receive a deposit from the federal government that is subject to reclamation you authorize us to deduct the amount requested by 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 legal remedy to recover the amount we are required to pay in excess of the funds available in your Account.

### **Severability**

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, arbitrator, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

### **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 (“legal action”), we will comply with that legal action. This section applies to joint Accounts regardless of whether the legal action is particular to one co-owner or all Owners. We will not contest on your behalf any legal action and may take action to comply with the legal process as we determine to be appropriate in the circumstances. If legal action is brought, we may refuse to permit or limit withdrawals or transfers from your Account until the legal action is satisfied or dismissed. Unless required by law, we may not send notice to you of our receipt of any of these notices of legal action. We do not send a notice if we believe the law prohibits us from doing so. Any levy, attachment, or garnishment against your Account is subject to our right of set-off and security interest. 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. 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.

### **Claim Of Loss**

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 all affidavits containing whatever reasonable information we require concerning your Account, the transaction and the circumstances surrounding the loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

### **No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and is signed by a person specifically authorized by us to do so. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver or a bar against enforcement of any rights or remedies on future occasions.

### **Assignment of Agreement**

You may not assign this Agreement to any other party. We may assign this Agreement to any future directly or indirectly affiliated company. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties. This Agreement shall inure to the benefit of the successors and assigns of Ameriprise Bank, FSB, whether by merger, consolidation, or otherwise. Ameriprise Bank, FSB may transfer your Account to its successors and assigns, and this Agreement shall continue to be binding on you, your heirs, executors, administrators, and assigns.

### **Indemnification**

You agree to indemnify and hold the Bank, Ameriprise and its affiliates, and third-party service providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of this Agreement or any third party's rights, including but not limited to copyright, proprietary, and privacy rights. These indemnifications and hold harmless obligations will survive the termination of this Agreement.

We include section and paragraph headings in this Agreement to help you find terms and provisions. The headings in this Agreement are for convenience or reference only and shall not be deemed to modify or restrict any of the rights or obligations set forth in each such terms or provisions.

### **Arbitration**

Any controversy or claim between us shall be resolved by arbitration in accordance with the Rules of the American Arbitration Association ("AAA"), and the arbitrator(s) will decide all issues related to any such controversy or claim, including whether any controversy or claim is subject to this arbitration agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree that venue and personal jurisdiction for such an action upon the arbitration award is proper in Minneapolis, Minnesota. Unless otherwise agreed to by all of the parties to the arbitration (including without limitation Ameriprise Bank, FSB and you), AAA shall be the sole venue for resolving claims, and all of the parties to the arbitration (including without limitation Ameriprise Bank, FSB and you) irrevocably waive trial by jury or by judge in any action, proceeding or counterclaim, whether at law or in equity.

Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that the time limits applicable to the arbitration will be the time limits that would be applied by the courts in the state in which the arbitration hearing will be held. However, if you do not reside in the United States, the statutes of limitation, repose, and/or other rules, laws or regulations imposing time limits applicable to the arbitration will be those that would be applied in the State of Minnesota. Any disputes related to these time limits will be determined by the arbitrator(s).

Any claim shall be arbitrated only on an individual basis. **There shall be no right or authority for any claims to be arbitrated on a class action basis or bases involving claims brought in a purported representative capacity on behalf of the general public, clients or other persons similarly situated.** The arbitrator's authority to resolve claims is limited to claims between the parties to the arbitration alone, and the arbitrator's authority to make awards is limited to the parties to the arbitration alone. Furthermore,

claims brought by you against Ameriprise Bank, FSB, its employees or independent contractors, or by Ameriprise Bank FSB against you, may not be joined or consolidated in arbitration or in a court action with claims brought by or against someone other than you, unless agreed to in writing by both you and Ameriprise Bank FSB.

The parties agree that this pre-dispute arbitration provision is governed by the Federal Arbitration Act.

**Limitation of Liability**

YOU AGREE THAT IN NO EVENT WILL THE BANK, AFFILIATES, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SERVICE), EVEN IF THE BANK, AFFILIATES, OR THIRD PARTY SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU FURTHER AGREE THAT THE LIABILITY OF THE BANK, AFFILIATES, OR THIRD-PARTY SERVICE PROVIDERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICE OR THE INFORMATION, WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE.

Ameriprise Bank, FSB. Member FDIC.

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