

## Important Changes to the Ameriprise Bank, FSB Deposit Account Agreement

We're updating the Ameriprise Bank, FSB Deposit Account Agreement. The updated version of the Ameriprise Bank, FSB Deposit Account Agreement will go into effect on December 13, 2025, unless otherwise stated in the Ameriprise Bank, FSB Deposit Account Agreement and herein. The information contained herein is a summary of some of the important updates, you should review the updated Ameriprise Bank, FSB Deposit Account Agreement in its entirety and the Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for details.

Here are some important updates effective December 13, 2025:

- **Deposits Section and Wire Transfers Section**  
The Deposits Section and Wire Transfers Section were updated to include information that Ameriprise® Bank Checking Account ("Checking Accounts") customers will be able to make outgoing international wire transfers from their Checking Accounts. We may impose a fee for international wire transfers out of your Checking Accounts.
- **Transaction Limits Subsection of the Ameriprise Bank Checking Account Debit Card Section**  
The last paragraph was added to the Transaction Limits Subsection of the Ameriprise Bank Checking Account Debit Card Section about requests to increase or decrease Ameriprise Bank Checking Account ("Checking Account") debit cards' daily purchase or ATM withdrawal limits.
- **Overdrawing Account Section**  
The Overdrawing Account Section was updated that Ameriprise Bank, FSB will decline Zelle® transactions that overdraft your Checking Account.
- **Access by Ameriprise Advisors Section**  
The Access by Ameriprise Advisors Section was updated to detail the authorization of advisors to establish recurring preauthorized electronic funds transfers, including at your verbal direction.



Ameriprise Bank, FSB  
Deposit Account Agreement

**Effective December 13, 2025**

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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 Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure, *Ameriprise*® Bank Checking Account Rates, *Ameriprise*® Bank Savings Account Rates, *Ameriprise*® Bank Certificate of Deposit Rates, Consent to Electronic Communication, Privacy Notice and California Privacy Rights Act Privacy Notice Addendum for California Residents, or any other terms, conditions or disclosures we inform you about are applicable to an Account (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 a 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.

**This Agreement contains an arbitration provision. It is important that you read the entire Arbitration Section carefully.**

### 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 Central Time ("CT"); however, the Cutoff Time for internal transfers from Ameriprise brokerage or Ameriprise certificate account to Account is 2:00pm CT.

"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 Internal Revenue Service ("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, you will have to furnish your correct SSN or TIN to us and when applicable, (1) to certify that the SSN or TIN you are furnishing is correct, (2) to certify that you are not subject to backup withholding, because (a) you are exempt from backup withholding, or (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding, (3) to certify that you are a U.S. citizen or other U.S. person and (4) to certify that you are exempt from Foreign Account Tax Compliance Act ("FATCA") reporting. If you do not furnish your correct SSN or 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, including, but not limited to, check-writing, if applicable, 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, and 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 Account co-owner(s), subject to any outstanding amount the deceased Account co-owner or a surviving Account co-owner(s) owe us. If there is more than one

surviving Account 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 Account co-owner, all Account co-owners are deemed to have received notice. The Primary Owner agrees to notify the other Account 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 the Consolidated Statements Section for information about statements.

#### **Payable on Death Designation**

You may designate one or more natural persons as payable on death (“POD”) beneficiaries (up to five) to receive the funds in the Account upon the death of the last surviving Account Owner. We make no representation as to whether a POD designation complies with any state laws. You are solely responsible for meeting the POD requirements under applicable state law. Upon the death of all Account Owners and presentation to us of adequate proof of death of the Owners, proper identification and other required documents, we will allocate any funds remaining in the applicable Account to the then surviving, if any, POD beneficiary(ies), in equal shares, subject to our right to charge such Account for any amount deceased Owners or POD beneficiary(ies) owe us or our affiliates. By accepting a beneficiary designation of record, the Bank will not assume and will have no responsibility or liability with respect to the legal or tax consequences of the designation or the payment of funds to such beneficiary or beneficiaries.

#### **Agent**

We will accept and comply with court orders and take directions from a court appointed guardian or conservator. We may request additional documentation be provided to us to comply with the directions given by a 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*<sup>®</sup> Bank Checking Account**

#### **Minimum Opening Deposit**

A minimum deposit of \$25 is required to open an *Ameriprise* Bank Checking Account (“Checking Account”). This amount needs to be deposited in a single transaction as the Checking Account will not allow any initial deposit for less than the minimum stated. This amount must be deposited within 30

calendar days of Checking Account opening.

### **Fees**

For fees that apply to your Checking Account, see Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for information. Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure will be provided during the Checking Account application. 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. The Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure may also include requirements which, if met, will provide you with certain fee waivers on your Checking Account. We reserve the right to change the fees or fee waivers, or to terminate the fee waivers, applicable to your Checking Account at any time in our sole discretion without prior notice, unless required by law.

### **Interest**

Interest on Checking Accounts will be compounded on a daily basis and credited every month. We use the daily balance method to calculate the interest on your Checking Account. This method applies a daily periodic rate to your Checking 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 Checking Account before the end of the monthly statement cycle, you will receive accrued interest until the day prior to the day your Checking Account is closed.

Checking 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 Checking Account daily ending balance. See the *Ameriprise Bank Checking Account Rates* document on [ameriprise.com/disclosures](http://ameriprise.com/disclosures) for details.

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

### **Checks**

Your Checking Account offers a check-writing feature. We reserve the right not to accept checks not provided by us. Additional terms and conditions of the third-party check provider may apply. We reserve the right to refuse to honor any check drawn against your Checking Account which is incompletely or defectively drawn.

We process checks by automated means based on the information encoded on the checks. Although we inspect some checks from time to time, at our discretion, you agree that reasonable commercial standards do not require us to do so. If we return a check because we believe it was not authorized by you, we are not liable to you even if the check was actually authorized. If the numeric amount on a check does not match the amount written out in words, we may select either one when paying it. We have no duty to prevent a check from being presented more than once.

You agree that when you write a check, you will not date the check in the future. If you do, and the check is presented for payment before the date of the check, we may either pay it or return it unpaid. You further agree that we are not responsible for any loss to you in doing so.

We may pay or not pay any check presented more than six months after the date written on the check. We are not responsible for any liability you may incur as result of our decision to pay or not to pay such an item.

You agree not to write a check that is incomplete, future-dated or tries to limit the time or method of

payment with a condition, including, but not limited to, "void after 180 days" or "valid only for \$1,000 or less", "must be presented within 90 days." We have no duty to discover, observe or comply with these conditions and may pay such checks. If we pay a conditional check, the conditions do not apply to us.

We may pay a check from your Checking Account bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, you will be solely responsible for any check bearing such a signature, regardless of your negligence or whether the signature was the same one as you previously used. You are solely responsible for any losses, incurred in connection with the use of the facsimile or system-generated signature, and you agree to reimburse us for all claims, costs, losses, and damages (including attorney's fees) that result from our payment of a check bearing such a signature that resembles or purports to be your signature, and any such amounts owed to us is a debt.

You agree that you will use care in safeguarding your unsigned or otherwise incomplete checks against loss, theft or unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. You will tell us immediately if any checks are missing. You agree to assume all losses that could have been prevented if you had safeguarded unsigned or otherwise incomplete checks or had told us they were missing. We are not responsible for any losses that may result.

You acknowledge that we will not provide you with your paid checks or images of them with your Checking Account statement. You may request copies of checks you have written and that have been paid by contacting Ameriprise Bank Customer Service Center representative at 800.862.7919. You can view your paid check images on the Secure Site on [ameriprise.com](http://ameriprise.com) or on Ameriprise Financial app.

For electronic check conversions, see the Electronic Check Conversion Section of this Agreement.

### **Stop Payment on Checks**

You may stop payment on a check drawn on your Checking Account or a continuous range of checks (blank checks only). Payment cannot be stopped on a check that has already been paid, is in the process of being paid or for which we have otherwise become responsible to pay. We may accept a stop payment order from any Checking Account Owner, regardless of which Checking Account Owner signed the check.

A stop payment request must be received by us in a time and manner that gives us a reasonable opportunity to act on it. Your stop payment request must include the exact Checking Account number, check number, or range of check numbers, and, for a check drawn on your Checking Account, date and amount of the check and, if available, the payee. Our acceptance of a stop payment request does not constitute a representation that the check has not already been paid or that we have a reasonable opportunity to act upon it. We cannot guarantee that the payment will be stopped. A stop payment does not cancel the validity of a check.

If you request a stop payment on a check or range of checks verbally, we will require you to put your stop payment request in writing which we must receive within 14 days after your request. Your stop payment order will lapse after 14 calendar days, if we do not receive your written confirmation of the stop payment order within that time period.

Your written stop payment order will be effective for six months. Your stop payment order will lapse after that time if you do not renew it in writing before the end of the six-month period. Your request to renew or remove any stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

If you stop payment on a check 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.

We may charge you a fee for each stop payment request and for each renewal. Refer to Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure available at [ameriprise.com/disclosures](http://ameriprise.com/disclosures) for the stop payment fee information.

If you believe a check has been converted to an Automated Clearing House (“ACH”) transfer and you would like to place a stop payment, you should place a stop payment on both the check and the ACH transfer.

See the Stop Payment of ACH Transfers Section for information about ACH transfers stop payment, the Ameriprise Bank, FSB Bill Pay Terms and Conditions for information about stopping Bill Pay transactions and the Ameriprise Bank, FSB Zelle Network® Terms and Conditions for stopping Zelle® transfers.

### **Special Promotions**

We may offer bonuses or other special promotions based on various criteria that we will determine at our discretion. We will define the specifics of a bonus or other special promotions at the time we offer it.

## ***Ameriprise*® Bank Savings Account**

### **Minimum Opening Deposit**

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

### **Fees**

For fees that apply to your Savings Account, see the Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for information. The Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure will be provided during the Savings Account application. 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. The Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure may also include requirements which, if met, will provide you with certain fee waivers on your Savings Account. We reserve the right to change the fees or fee waivers, or to terminate the fee waivers, applicable to your Savings Account at any time in our sole discretion without prior notice, unless required by law.

### **Interest**

Interest on Savings Accounts will be compounded on a daily basis and credited every month. We use the daily balance method to calculate the interest on your Savings Account. This method applies a daily periodic rate to your Savings Account daily ending balance plus the interest that has already accrued to determine the accrued interest for each day. The 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 Savings Account before the end of the monthly statement cycle, you will receive accrued interest until the day prior to the day your Savings Account is closed.

The 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 Savings Account daily ending balance. See the *Ameriprise* Bank Savings Account Rates document on [ameriprise.com/disclosures](http://ameriprise.com/disclosures) for details.

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

**Withdrawal and Transfer Limits**

You can make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, from your Savings 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 Savings 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 statement cycle.

If you exceed the transaction limits set forth above in this Subsection, your Savings Account will be charged a fee according to the Ameriprise Bank, FSB Deposit Accounts 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 Savings Account or close your Savings Account.

**Notice of Withdrawal**

We reserve the right to require at least seven days' notice in writing before each withdrawal from a Savings Account. Although the law requires us to reserve this right, it is unlikely that we will require the notice.

**Special Promotions**

We may offer bonuses or other special promotions based on various criteria that we will determine at our discretion. We will define the specifics of a bonus or other special promotions at the time we offer it.

***Ameriprise*<sup>®</sup> Bank Certificate of Deposit**

*Ameriprise* Bank Certificate of Deposit ("CD") accounts (each "CD Account") are time accounts. When you open a CD Account, and each time a CD Account renews, you agree to keep your funds in the CD Account until the maturity date of the CD Account.

**Minimum Opening Deposit**

A minimum deposit of \$1,000 is required to open a CD Account. This amount needs to be deposited in a single transaction as the CD Account will not allow any initial deposit for less than the minimum stated. This amount must be deposited within 10 calendar days of CD Account opening. You may not make additional deposits after the initial deposit.

The deposit to open a 7-month term CD Account must be in New Money. "New Money" is money that is deposited into the CD Account directly from external accounts outside of Ameriprise Bank, FSB and its affiliates. Deposits made by internal transfers from any Ameriprise accounts are not eligible.

**Fees**

For fees that apply to your CD Account, see Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for information. The Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure will be provided during the CD Account application. 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. The Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure may also include requirements which, if met, will provide you with certain fee waivers on your CD Account. We reserve the right to change the fees or fee waivers, or to terminate the fee waivers, applicable to your CD Account at any time in our sole discretion without prior notice, unless required by law.

## **Interest**

Interest on CD Accounts will be compounded on a daily basis. We use the daily balance method to calculate the interest on your CD Account. This method applies a daily periodic rate to your CD 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).

The interest rate and annual percentage yield are fixed for the term of the CD Account. For a new CD Account, the interest rate and annual percentage yield are based on the new CD Account term, and relationship status at CD Account opening. For a renewing CD Account, the interest rate and annual percentage yield will be based on the applicable renewal term in effect for CD Account on the Renewal Date, see Automatic Renewal Subsection of this Section for information about renewal terms and Term Subsection of this Section for Renewal Date definition.

Interest begins to accrue on the Business Day that we receive your deposit. The new interest rate and annual percentage yield for the CD Account renewal term begins on the Renewal Date. Accrued interest will be credited to your CD Account on the maturity date. If you withdraw funds in your CD Account during the Grace Period, defined below, and your CD Account balance is at least \$1,000, the withdrawn funds will accrue interest at the interest rate and annual percentage yield we offer for the same CD Account term as of the Renewal Date and will be paid up until the Business Day before funds are withdrawn.

If your CD Account is closed before the maturity date, you will receive accrued interest until the day prior to the day your CD Account is closed. If your CD Account is closed for any reason during the Grace Period, it will not earn interest on and after maturity date of the CD Account previous term.

The interest rate and annual percentage yield on your CD Account stated in the confirmation notice assume interest will remain on deposit until maturity. A withdrawal will reduce earnings. For the current interest rate and annual percentage yield on a CD Account, see the *Ameriprise Bank Certificate of Deposit Rates* document on [ameriprise.com/disclosures](http://ameriprise.com/disclosures).

You may withdraw any credited interest without early withdrawal penalty during the Grace Period. On the date your CD Account renews, interest will be credited and added to the principal balance of the renewed CD Account, unless withdrawn during the Grace Period, and will no longer be available for withdrawal without early withdrawal penalty.

## **Early Withdrawal Penalties**

There is a penalty for withdrawals prior to the maturity date of a CD Account.

- If the withdrawal occurs 10 days after opening a CD Account, the early withdrawal penalty will be 3-months of interest.
- If the withdrawal occurs within the first 10 days after opening a CD Account including the day the CD Account was opened, the early withdrawal penalty will be 10-days of interest.

Early withdrawal penalties are calculated on the amount of the principal withdrawn. We may not permit withdrawal if funds have not been credited to the CD Account. The amount of the early withdrawal penalty may be deducted from principal. CD Accounts do not allow partial withdrawals before maturity, including interest withdrawals. No part of the principal may be withdrawn prior to maturity without the Ameriprise Bank, FSB's consent.

The early withdrawal penalty will be waived if a CD Account owner dies or is determined to be legally incompetent by a court.

**Term**

The term is the number of months you agree to leave your money in the CD Account. The term of your CD Account will begin on the Business Day your deposit is credited to your CD Account. Multiple term options are available for CD Accounts: 3 months, 6 months, 7 months and 12 months.

The renewal term will begin on the maturity date of the CD Account previous term ("Renewal Date").

**Maturity Date**

The maturity date is the last day of the CD Account term. Once your CD Account renews, any reference to the maturity date means the last day of the renewal term.

**Grace Period**

You will have 10-calendar days grace period ("Grace Period") beginning on the maturity date of your CD Account to make a one-time withdrawal of all or a portion of the funds and/or close your CD Account without early withdrawal penalty. If the last day of the Grace Period is a non-Business Day, the Grace Period ends on the last Business Day before the non-Business Day.

**Automatic Renewal**

The CD Account will automatically renew on the Renewal Date for the same term unless: 1) it is a 7-month term CD Account which will renew to a 6-month term; 2) you close the CD Account, or 3) we notify you otherwise. You must keep at least \$1,000 in the CD Account after a one-time withdrawal and any fee(s) incurred in order for your CD Account to renew. For the renewed CD Account maturity date and Renewal Date, please see the Maturity Date and Term Subsections of this Section.

If you make a one-time withdrawal during the Grace Period, the Grace Period will end on the day the one-time withdrawal was made and you will not be able to make any changes without early withdrawal penalty until the new maturity date. For the interest rate and annual percentage yield for the renewed CD Account or CD Account closed during the Grace Period, see the Interest Subsection of this Section.

If the CD Account term is no longer available, we'll tell you the new term for the renewed CD Account in the maturity notice and automatically renew your CD Account into the term specified in the notice unless the CD Account is closed.

If we elect to not renew your CD Account, we will send a written notice of non-renewal to you at least 30 days before your maturity date. If, after receiving such notice, you don't contact us by the end of the Grace Period, you agree that we may transfer funds from your CD Account to an existing eligible Account. If you do not have an existing eligible Account, we will distribute the funds from your CD Account to you by any other means determined in our sole discretion.

**Special Promotions**

We may offer bonuses or other special promotions based on various criteria that we will determine at our discretion. We will define the specifics of a bonus or other special promotions at the time we offer it. Account promotions will not apply to renewing CDs, unless specifically stated otherwise.

**Deposits**

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

- ACH transfers into your Account.
- Domestic wire transfers into your Account
- International wire transfers into your Checking Account

- Account transfers from other Accounts and other eligible Ameriprise accounts online through our Secure Site, via Ameriprise Financial 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 and/or Account co-owner(s) for deposit to your Account to:  
 Ameriprise Bank, FSB  
 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 an Ameriprise Bank, FSB deposit slip for your Account, which you can find on [ameriprise.com/customer-service/account-forms](http://ameriprise.com/customer-service/account-forms). If you do not include the bank 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.
- For Zelle® transfers into your Checking Account, see the Ameriprise Bank, FSB Zelle Network® Terms and Conditions for terms and conditions of Zelle® service.

### **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 posted to your Account are 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 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 ("ATM"),
- Third-party checks (checks made payable to someone other than an Owner),
- Checks drawn on a foreign banking institution,
- Checks payable in foreign currency,
- Wire transfers received in foreign currency into your Account,
- 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.

### **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. We are not required to let you withdraw principal and interest from a CD Account before it matures, see the *Ameriprise Bank Certificate of Deposit Section*.

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 the 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 the 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),
- Transfers from other Account(s) 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,
- Cashier's, certified and teller's checks that are payable to you, and
- Checks drawn on Ameriprise Bank, FSB.

Other Deposits – For all other types of checks (“Other Checks”), the first \$275 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 Company 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 be available within three 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 the General Deposits Provisions Subsection of the Deposits 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 \$275 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 Subsection, 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 \$6,725 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 Ameriprise Bank, FSB deposit account 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 \$6,725 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 \$6,725 will be

available on the ninth Business Day after the day of your deposit.

Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

To the extent permitted by law, we reserve the right to extend any of the timeframes set forth in this Subsection 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 a mobile device into your Account and to funds from Zelle® transfers to your Checking Account. See the Mobile Deposit Addendum for information about mobile deposits and the Ameriprise Bank, FSB Zelle Network® Terms and Conditions for Zelle® transfers.

## **Withdrawals and Transfers**

You can request a withdrawal or transfer from your Account(s) by using the Secure Site on ameriprise.com, the Ameriprise Financial app, contacting Ameriprise Bank Customer Service Center or providing written documentation where applicable. For information about transfers by Ameriprise advisors, see the Access by Ameriprise Advisors subsection of the Additional Terms and Conditions Section of this Agreement. Withdrawal and transfer requests 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 Subsection of the Deposits Section of this Agreement for information about when the funds you deposit will be available, the Withdrawal and Transfer Limits Subsection of the *Ameriprise* Bank Savings Account Section of this Agreement for information about Savings Account transaction limits and the *Ameriprise* Bank Certificate of Deposit Section of this Agreement for information about withdrawals from CD Accounts.

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

- Internal transfers from your Account into an eligible Ameriprise account,
- ACH transfers from your Account,
- Domestic wire transfers from your Account,
- International wire transfers from your Checking Account,
- ATM cash withdrawals from your Checking Account,
- Point-of-sale (“POS”) *Ameriprise* Bank Checking Account debit card transactions,
- 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,
- Checks drawn on your Checking Account,
- Zelle® transfers from your Checking Account, see the Ameriprise Bank, FSB Zelle Network® Terms and Conditions for information,
- Bill Pay payments from your Checking Account, see the Ameriprise Bank, FSB Bill Pay Terms and Conditions for information.

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.

### **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. We do not accept incoming foreign wire transfers into your Account received in foreign currency. Incoming foreign wire transfers must be received in U.S. dollars only. 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, writing us at Ameriprise Bank, FSB, 70915 Ameriprise Financial Center, Minneapolis, MN 55474, or contacting your Ameriprise advisor. You understand you must set up the wire authorization using the Ameriprise Bank, FSB Outgoing Wire form for domestic wire transfers from your Account and the Ameriprise Bank, FSB Outgoing International Wire form for international wire transfers from your Checking Account. 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.

You can send international wire transfers from your Checking Account only in U.S. dollars. An intermediary bank or receiving bank may elect to convert your U.S. dollar wire transfer to a foreign currency. We do not receive compensation in connection with any such conversion. We are not responsible for the exchange rate set by an intermediary bank or receiving bank. You will bear all risks of currency conversion.

We may impose a fee for wire transfers out of your Account. See Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for information.

#### **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 the 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 the Bank on the Business Day we receive the wire transfer request at the designated Bank mail facility if the Bank receives the 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 Financial 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 the 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.

Recurring or future dated ACH transfers from your Account will be deducted from your Account on the transfer date. Future dated ACH transfers may not be scheduled for a non-Business Day. Recurring ACH

transfers will be paid on the same calendar day of each transfer period, or on the next Business Day if the regular transfer date falls on a non-Business Day. If you schedule a future dated or recurring ACH transfer, you must ensure that there are sufficient funds in the Account (for Checking Account, inclusive of any funds in a linked Savings Account used for Overdraft Protection, defined below) on the date the money will be withdrawn from your Account, or it will not be processed.

### ***Ameriprise Bank Checking Account Debit Card***

At your request, we may in our sole discretion issue an *Ameriprise* Bank Checking Account debit card ("Debit Card") to each Checking Account Owner to access your Checking Account and to make Debit Card and ATM transactions. Your use of the Debit Card is governed by the terms of this Agreement and the rules and regulations of the payment processing network on which the transaction is processed.

A personal identification number ("PIN") is required to use an ATM or for PIN-based POS transactions. You agree to sign your Debit Card promptly following receipt.

A Debit Card issued by us to you remains our property. We may revoke your use of the Debit Card in our sole discretion at any time without prior notice to you. We may deactivate and/or cancel your Debit Card at any time in our sole discretion. We may reissue you in our sole discretion a new Debit Card automatically before your current Debit Card expires. We will deactivate your old Debit Card when you activate your replacement Debit Card. You may use your Debit Card where the Visa® name and/or logo is displayed.

You may use the Debit Card to:

- (1) withdraw cash from your Checking Account at an ATM or certain electronic terminals,
- (2) obtain your Checking Account balance at an ATM, and
- (3) obtain retail cash-back and/or pay for purchases at places that have agreed to accept the Debit Card.

Some of these services may not be available at all terminals.

We cannot assure that a specific ATM or network will perform or permit all of the above transactions. You may not use your Debit Card to deposit cash or checks at any ATM. You may be required to sign a receipt as evidence of the Debit Card transaction.

You do not have a right to stop payment on any Debit Card transaction (POS or ATM) authorized by you.

Do not permit anyone else to use your Debit Card. Keep your PIN confidential. The PIN issued to you is for your security purposes. Never give your PIN to anyone, and do not write it down. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone.

### **Transaction Limits**

Use of a Debit Card is subject to the following daily limits unless you have been specifically advised by us that different limits are applicable to your Debit Card. These limits and any other limits that we may implement in the future are subject to change.

Debit Card purchases, including retail cash back transactions, made using your Debit Card, are limited to the lesser of your Checking Account available balance or \$10,000 per day. The term "retail cash back" includes transactions to obtain cash back and for the purchase of monetary instruments, such as money orders, prepaid cards or gift cards.

There is a \$1,010 cash withdrawal limit per day, depending on your Checking Account available balance, which includes both ATM and over-the-counter withdrawals, and any fees assessed as part of the

transaction(s). "Over-the-counter" withdrawals occur when you present your Debit Card to a bank or credit union teller and request a withdrawal. When you use an ATM operator, you may be subject to other daily limits set by the ATM operator.

For security reasons, there are limits on the number of transactions per day you can make using the Debit Card at an ATM or POS. We may change your limits or deny authorization for a transaction if we suspect that fraud or other suspicious or illegal activity has occurred. We may refuse to authorize the transaction if your Debit Card has been reported lost or stolen.

We may authorize and pay overdrafts for ATM transactions and one-time Debit Card transactions in our discretion which means we do not guarantee that we will always authorize and pay any type of transaction, see the Overdrawing Account Subsection of the Overdrafts Section.

You can check your Debit Card's daily limits by signing in to Secure Site or Ameriprise Financial app or calling us at 800.862.7919. You may request an increase or decrease on your Debit Card's daily purchase or ATM withdrawal limit by calling us at 800.862.7919. Such request is subject to Bank approval. We will notify you when your Debit Card's daily purchase or ATM withdrawal limits change.

#### **Authorizations and Holds**

When you use the Debit Card at certain merchants, the merchants may request a preauthorization amount from us to cover the transaction. We will place a hold on your Checking Account available balance generally for up to five Business Days for the amount of a preauthorization request. For some types of purchases, we may place a preauthorization hold for a longer period. These preauthorization holds may affect the availability of funds in your Checking Account to pay checks and other transactions presented for payment. We are not liable for any loss or damages you may incur for the dishonor of transactions or otherwise because of a preauthorized hold placed on the funds in your Checking Account.

The preauthorization amount may vary in some cases from the amount of the actual purchase, depending on the merchant's request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction will adjust the amount previously deducted from your Checking Account.

#### **Fees**

We do not charge you a fee to use ATMs or to make POS, retail cash back or over-the-counter transactions. The ATM operator, ATM network, retail merchant or the financial institution where you perform an over-the-counter transaction may charge you a fee, and you may be charged a fee for a balance inquiry even if you do not complete a monetary transaction. If they do so, such fees or surcharges will be charged directly to your Checking Account.

We may reimburse some ATM surcharge fees charged by the ATM owners and/or networks. See the Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for information. If an ATM owner and/or network does not identify the surcharge fee to us, we will not automatically reimburse that fee. If the reimbursement is not processed, we may reimburse the surcharge fee if you contact us within 90 calendar days of the transaction with the ATM receipt. We don't reimburse any other international transaction fees.

We will deposit your reimbursement to your Checking Account the next Business Day after the transaction posts to your Checking Account. We will start paying interest on the reimbursed amount the Business Day we deposit it.

### **International Debit Card Transactions**

If you use your Debit Card to conduct a transaction in a foreign currency (even if you are physically located in the United States), the transaction amount in foreign currency will be converted to a U.S. dollar amount by the applicable network using its then current currency conversion procedures. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You understand that we do not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate.

We may charge an international transaction fee if a purchase, ATM, retail cash back or over-the-counter Debit Card transaction is made outside of the United States or is considered an international transaction under the applicable network rules. The transaction may be considered an international transaction even if the Debit Card holder and/or merchant or ATM are located in the United States, or the Debit Card transaction is made in U.S. dollars. See the Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for international transaction fee information.

### **Digital Wallets**

You may be able to add your Debit Card to a third-party digital wallet (e.g., Apple Pay<sup>®</sup>, Google Pay<sup>™</sup>, Samsung Pay<sup>®</sup>) to make payments with your eligible Debit Card using that digital wallet. A digital wallet is a service offered exclusively by your third-party digital wallet provider and is subject to the terms and conditions issued by that third party provider and other third parties such as wireless companies or data service providers. The use of the Debit Card in the digital wallet is also subject to the Ameriprise Bank, FSB Digital Wallet Terms and Conditions, available upon enrollment in the service, and this Agreement. Digital wallets may not be accepted at all places where your Debit Card is accepted.

### **Zelle<sup>®</sup>**

If you have a Checking Account and have set up your online banking or mobile banking access with us, you may enroll in Zelle<sup>®</sup>, a person-to-person money payment service. Zelle<sup>®</sup> is a digital service available within the Ameriprise Financial app and on the Secure Site that can be used by you to send and receive money with your Checking Account. See the Ameriprise Bank, FSB Zelle Network<sup>®</sup> Terms and Conditions for Zelle<sup>®</sup> service terms and conditions. Zelle<sup>®</sup> and the Zelle<sup>®</sup> related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

### **Bill Pay**

If you have a Checking Account and have set up your online banking or mobile banking access with us, you may enroll in our Bill Pay service. Bill Pay allows you to pay bills on the Secure Site or the Ameriprise Financial app. See the Ameriprise Bank, FSB Bill Pay Terms and Conditions for Bill Pay terms and conditions.

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

If you have arranged to make a one-time ACH transfer or preauthorized recurring electronic payments out of your Account, you can stop any of these payments. 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 three 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. There will be a fee for a stop payment item. Please refer to the Ameriprise Bank, FSB Deposit Accounts Consumer Pricing Disclosure for the amount we will charge you for each stop

payment item.

For the payments for which you request stop payment, you must contact the 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 payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Once your written stop payment order is effective, the stop payment order will continue in effect until the one-time ACH transfer is stopped or you revoke the one-time or recurring ACH transfer stop payment order with us.

See the Ameriprise Bank, FSB Bill Pay Terms and Conditions for information about stopping Bill Pay transactions and the Ameriprise Bank, FSB Zelle Network® Terms and Conditions for information about stopping Zelle® transfers.

### **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.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your Checking Account using information from your Checking Account check to pay for purchases or pay bills.

### **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 or the Ameriprise Financial app to find out whether the deposit has been made.

#### **Terminal Transfers**

You can get a receipt at the time you withdraw money from your Checking Account using an ATM or POS terminal. Our records will control if there is a difference between the receipt and our records. We are not liable for the failure of a merchant or ATM operator to give you a receipt for a transaction.

### **Periodic Statements**

You will get a monthly Account statement unless there are no transactions in a particular month. In any case you will get the statement at least quarterly. See the Consolidated Statement Section for information.

### **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 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.

If a notice of error involves alleged unauthorized Debit Card transactions subject to the Visa® Zero Liability policy, we will provisionally credit your Checking Account for the unauthorized charge within five Business Days after you notify us; unless (i) we determine that additional investigation is warranted and allowed by applicable laws or regulations, or (ii) we hear from you more than 60 days after we sent you the first statement on which such transaction appeared. See the Liability for Unauthorized Electronic Fund Transfers from the Your Account Section for information about the Visa® Zero Liability policy and unauthorized Debit Card transactions subject to the Visa® Zero Liability policy.

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 three 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**

Tell us at ONCE if you believe your Debit Card or PIN has been lost or stolen, or if you believe that an electronic funds 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 Checking Account (plus any Savings Account enrolled in the Overdraft Protection, defined in the Overdraft Protection Subsection of the Overdrafts Section). If you tell us within two Business Days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than \$50 if someone used your Debit Card or PIN without your permission, except for unauthorized Debit Card transactions under the Visa® Zero Liability policy below.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your Debit Card or PIN, and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had told us, you could lose as much as \$500, except for unauthorized Debit Card transactions under the Visa® Zero liability policy below.

If your statement shows electronic fund transfers that you did not make, including those made by Debit Card, PIN or other means, tell us at ONCE. If you do not tell 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.

Under Visa U.S.A. Inc.'s Zero Liability Policy, you will not be liable for the unauthorized Debit Card transactions processed by Visa®, subject to certain limitations set forth in this Section. The Visa® Zero Liability policy will not apply: (i) if we reasonably determine that you were fraudulent or negligent in the handling of your Checking Account or Debit Card, or (ii) if you do not tell us within 60 days after the statement containing the alleged unauthorized transaction was sent or otherwise made available to you, see details above in this Section. You must use reasonable care in protecting your Debit Card and promptly notify the Bank of any unauthorized use, loss or theft of your Debit Card or Checking Account. See the [Visa® Zero Liability Policy](#) for more information. In the event the Visa® Zero Liability policy does not apply, your liability, including the provisional credit, for any unauthorized Debit Card transaction will be as otherwise detailed in this Section and the Error Resolution Notice Section of this Agreement.

### **Contact in the Event of Unauthorized Transfer**

If you believe your Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Checking Account without your permission, call: 800.862.7919 or write: Ameriprise Bank Checking Account Operations, Ameriprise Bank, FSB, 70915 Ameriprise Financial Center Minneapolis, MN 55474.

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

### **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 the ATM 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 you have exceeded applicable withdrawal and transfer limits for your Account set forth in the Withdrawal and Transfer Limits Subsection of the Ameriprise Bank Savings Account Section.
- (6) If you did not provide us with the correct information to make the transfer.
- (7) If the funds in your Account are subject to legal action.

(8) If there was an equipment or website malfunction of which you were aware before you sent us the instruction.

(9) If your Account has been inactive or closed.

(10) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(11) 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

612.671.1220 (for international calls regarding your Checking Account)

## **Posting Order**

Posting order is the order in which we apply deposits and withdrawals to your Account.

Generally, transactions are posted as follows:

- Transactions made before the applicable Cutoff Time for an Account are generally posted throughout the Business Day in the date and time order based on the date and time assigned to each transaction. If multiple transactions are received at the same date and time, then we will generally post credits first in low to high dollar amount, followed by debits in low to high dollar amount.

Examples of these transactions include, ATM transactions, Debit Card transactions, wire transfers, internal transfers, Account adjustments, fees assessed, official checks and interest payments. Preauthorized ATM transactions and Debit Card transactions will reduce the available balance in your Checking Account throughout the Business Day but will post to your Checking Account when settled.

These transactions made after the applicable Cutoff Time based on the date and time assigned to them will be posted the next Business Day at designated time(s).

- Certain transactions considered to be received by us before the Cutoff Time are generally posted in one or more batches at designated time(s) throughout the Business Day.

Examples of these transactions include ACH transactions, checks drawn on your Checking Account (checks received after the Cutoff Time will be deemed received by us the next Business Day), mailed in checks and mobile check deposits (see the Funds Availability Subsection of the Deposits Section of this Agreement and Mobile Deposit Addendum for when these checks will be considered to be received by us).

These transactions will generally post credits first in low to high dollar amount, followed by debits in low to high dollar amount.

EXAMPLE: During a single Business Day, you make a \$5 POS purchase with your Debit Card at 9:00am CT, withdraw \$100 at an ATM at 10:00am CT and transfer \$50 to your other bank account at 11:00am

CT through our Secure Site. These transactions will be posted to your Checking Account in the following order:

- (1) the \$5 POS purchase with your Debit Card;
- (2) the \$100 ATM withdrawal; and
- (3) the \$50 transfer to your other bank account through our Secure Site.

The example above provides only a few common types of 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 and could result in an overdraft on your Checking Account, if you do not have available funds at the time the item is paid. 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. Additionally, the posted amount may differ from the preauthorized amount and result in overdraft on your Checking Account.

Zelle® transfers and Bill Pay payments are governed by the Ameriprise Bank, FSB Zelle Network® Terms and Conditions and the Ameriprise Bank, FSB Bill Pay Terms and Conditions respectively.

## **Overdrafts**

An overdraft occurs when your available Account balance is not sufficient to cover a transaction, but we pay it.

### **Overdraft Protection**

The Bank offers optional overdraft transfer services (“Overdraft Protection” or “ODP”) that may protect your Checking Account against overdrafts in the event you do not have sufficient available funds to cover an item by linking your Savings Account to your Checking Account to cover it.

If you have a Checking Account and a Savings Account, you can enroll in Overdraft Protection during the Checking Account application by linking both the Savings Account and Checking Account. If you would like to change your Savings Account, you may do so on the Secure Site on [ameriprise.com](http://ameriprise.com), the Ameriprise Financial app or by contacting us. Until you have enrolled your eligible Savings Account in the Overdraft Protection you will not have the benefit of the Overdraft Protection. If you opt to link the Accounts, we will attempt to use available funds in your Savings Account to pay items presented to your Checking Account that would otherwise overdraw your Checking Account. Your request to add or cancel Overdraft Protection will become effective within a reasonable time after approval.

This service will automatically transfer funds in increments of \$100 from your Savings Account to your Checking Account throughout the day if your Checking Account does not have enough money. If your Savings Account balance is less than \$100, we will not make a transfer. With this service, you authorize the Bank to automatically transfer funds from a linked Savings Account to your Checking Account in the event an item would overdraw your Checking Account.

Any Owner of both a Checking Account and a Savings Account may enroll in Overdraft Protection without the consent of other Account co-owners, and both Accounts must share at least one Owner to maintain Overdraft Protection. Any Owner of the Checking Account or the Savings Account may cancel Overdraft Protection, by terminating this service or closing such Account(s), without the consent of other Account co-owners. We may cancel your Overdraft Protection at any time.

Your Checking Account balance may become overdrawn, if there are not sufficient funds in your Savings Account to cover items presented for payment in your Checking Account. If Overdraft Protection does not completely cover an item presented for payment on your Checking Account, we may pay the remaining amount of an item at our discretion which will overdraw your Checking Account, see the Overdrawing Account Subsection of this Section for information. We transfer funds at our sole discretion. We do not guarantee that we will make an Overdraft Protection transfer or that such transfer will be sufficient to pay an item or will prevent returned items or overdrafts.

We do not charge fees for transfers through the Overdraft Protection, but each transfer counts against the withdrawal and transfer limit in your Savings Account. For Savings Account withdrawal and transfer limits, see the Withdrawal and Transfer Limits Subsection of the *Ameriprise Bank Savings Account* Section of this Agreement. If you exceed the transaction limits set forth in that Section, fees will be applied, privileges on your Savings Account may be revoked or your Savings Account may be closed.

### **Overdrawing Account**

If you overdraw your Account, you must immediately pay all fees, overdrafts and other amounts you owe us.

Co-owners of a joint Account will be jointly and severally liable to pay back any overdrafts and other amounts owed to us, regardless of whether the joint Account Owner participated in the transaction or benefited from its proceeds.

If we overdraw your Account to pay items on one or more occasions, we are not obligated to continue to pay future insufficient funds items. We pay overdrafts at our discretion, including, but not limited to, checks, ATM transactions, one-time Debit Card transactions and Bill Pay transactions, which means we do not guarantee that we will always authorize and pay any type of transaction. We will decline Zelle® transactions that overdraw your Checking Account. If we do not authorize and pay an overdraft, your transaction will be declined or returned.

## **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 \$2,500 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 an active email address is provided to use.

#### **Online Banking and Mobile Banking**

Online banking and mobile banking allow you to review your Accounts and conduct certain transactions online at [ameriprise.com](http://ameriprise.com) through the Secure Site or on your mobile device through the Ameriprise Financial app. Online banking and mobile banking are available to all our customers with the exception of Authorized Persons. See the Ameriprise User Agreement for Secure Site Features of [ameriprise.com](http://ameriprise.com), the Ameriprise Financial Online Money Transfer User Agreement and the Ameriprise Mobile Deposit Addendum available on the Secure Site and/or through the Ameriprise Financial 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](http://ameriprise.com) depending on individual Account Owner's or Primary Owner's preferences on whether to receive Account statements in paper or electronically. The individual Account Owner or Primary 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 the individual Account Owner or Primary Owner along with the 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 an Account will be the same as providing statements to all Owners of an Account. You agree to designate the Primary Owner's address for purposes of receiving statements and other Account correspondence.

You must examine the statement carefully and promptly. For transactions other than electronic fund transfers, you agree to notify us in writing of any unauthorized or altered transactions or items, 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. If you fail to notify us within 60 days and/or in accordance with applicable law, we are not liable to you and you agree to not make a claim against us for such unauthorized or altered transactions or items.

Except as otherwise expressly provided elsewhere in this Agreement, we are not liable to you for subsequent items paid on your Account containing an unauthorized signature or alteration by the same wrongdoer if you fail to notify us of the first within 30 days (or such lesser period as is specified in the applicable law) after the statement was sent or made available containing information about the first unauthorized or altered item. For forged, unauthorized or missing endorsement you must notify us within the period specified in the applicable law.

For information about substitute checks, see the Substitute Checks and Your Rights Section.

See the Liability for Unauthorized Electronic Fund Transfers from the 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 authorize us to debit or credit your account based on any transfer you initiate through your Ameriprise advisor, but we may choose to honor or deny any such transfer request in our sole discretion. You understand and agree that your Ameriprise advisor, pursuant to your request, may be able to transfer funds to or from your applicable Account, including at your verbal request recurring preauthorized electronic funds transfer (“Preauthorized Transfer”), as defined by the Electronic Funds Transfer Act. You are not required to set up Preauthorized Transfers for any credit extension you may have with us. See Stop Payment of ACH Transfers Section of the Agreements for more details on how to stop a Preauthorized Transfer. If you have questions, please call an Ameriprise Bank Customer Service Center representative at 800.862.7919.

### **Ameriprise Financial Advisor Compensation**

Your Ameriprise advisor may earn compensation in connection with the Ameriprise Bank deposit products that you choose to open.

### **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 applicable Account if we deem your use of that 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 180 days or more in your Account;
- Maintaining a negative balance for 60 days or more in your Checking Account;
- 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 Savings Account opening or Checking Account opening, or 10 days of CD Account opening;
- If you exceed the maximum number of withdrawals allowed from your Savings Account; and
- If you withdraw funds from the CD Account before the current term maturity date, outside of the Grace Period.

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 damages 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.

As part of the account closure, any Savings Account linked to the Checking Account as Overdraft Protection will be de-linked.

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

#### **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 or Debit Card 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) setoff 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 setoff funds in the joint Account to pay the debt owed to us by any or all of you. We may exercise our right of setoff against the Account after such Account Owner's death, regardless of any rights that a surviving Owner or POD beneficiary(ies) may have to funds in the Account.

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 setoff 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 of time, 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 Subsection applies to joint Accounts regardless of whether the legal action is particular to one Account 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 setoff 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.

#### **Headings**

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.

#### **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.

#### **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.

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