

# TCF National Bank

## Notice of Change in Terms to Your Account Contract

Effective May 9, 2018

This notice changes the account contract concerning your consumer and/or small business account with TCF National Bank (“TCF,” “we,” “us,” and “our”). If there is a conflict between the terms in this notice and the terms of your account contract, this notice controls. Capitalized terms have the meanings set forth in TCF’s *Terms & Conditions for Checking and Savings Account* disclosure booklet. Except as otherwise stated in this notice, all the other terms of your account contract with TCF continue to apply. See TCF’s *Terms & Conditions for Checking and Savings Account* disclosure booklet for other terms of your Account Contract with TCF.

### **Funds Availability Schedule**

The Funds Availability Schedule and Disclosures Section of your Account Contract is amended with respect to check deposits made using the mobile deposit service as follows:

#### ***Mobile Deposit Service***

Check deposits using the TCF mobile deposit service will be Available Funds as disclosed in the mobile deposit service (when making the deposit) and TCF’s *Digital Banking Agreement*.

### **Arbitration Agreement**

The Arbitration Agreement Section of your Account Contract is amended to clarify the application of public injunctive relief. The following replaces the current Severability subsection of the Arbitration Agreement Section.

#### ***Severability***

If any part of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that:

(1) If: (a) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (b) you and we are both involved in the proceeding; and (c) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

(2) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Consolidated Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

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# *Terms and Conditions for Checking and Savings Accounts*

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Effective January 1, 2018

Including:

- Arbitration Agreement
- Funds Availability Schedule and Disclosures
- Electronic Fund Transfers Services Agreement and Disclosures
- Remittance Transfer Agreement
- Wire Transfer Agreement
- Protecting Your Account
- Additional Terms and Conditions for Non-Consumer Accounts



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**TERMS AND CONDITIONS FOR  
CHECKING AND SAVINGS ACCOUNTS**

This booklet states the terms and conditions of your account contract with TCF. Please read it carefully and keep it for your records.

This booklet includes important information on how TCF processes, or posts, transactions to your account. See the section called "Order of Posting" for more information. The way we process transactions may result in more overdraft and returned item NSF fees than if we processed transactions in a different way.

Your account contract with TCF includes an arbitration agreement. If there is a dispute between you and TCF, the dispute is covered by the arbitration agreement, then either you or TCF may require the dispute to be resolved by arbitration. This means that: (1) the dispute would be decided by an arbitrator, not a court; (2) you and TCF will not have the right to a jury or court trial to resolve the dispute; and (3) you and TCF will not have the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the section called "Arbitration of Disputes" for more information.

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

**General Definitions**

**"Account"** means any checking or savings account you have with TCF. Checking accounts are also sometimes referred to as demand deposit accounts. "Account" does not include a certificate of deposit savings account.

**"Account Agreement"** means the agreement you sign when opening your Account. Your Account Agreement is part of your Account Contract.

**"Account Contract"** has the meaning stated in the section called "Your Contract with TCF."

**"Account Evidence"** means your Card and other cards and forms that you use to make deposits, withdrawals, and other transactions on your Account.

**"ACH"** means the Automated Clearing House. Financial institutions use the Automated Clearing House to exchange electronic deposit and withdrawal entries for their customers' accounts.

**"Affiliate"** means any company owned directly or indirectly by us or TCF Financial Corporation.

**"ATM"** means an automated teller machine that TCF designates for its customers' use. TCF may, from time to time, change the number and locations of the ATMs that you can use without notifying you of the change.

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

may refer to your Available Balance as the “Available Balance” or “Withdrawable Balance” in notices we send you.

#### *How Deposits Affect Your Available Balance*

Your Available Balance depends on when and how you make deposits. Some kinds of deposits such as cash deposits and transfers from another TCF account, increase your Available Balance at the time of the transaction if you make them before the start of processing. Processing starts in the evening on Business Days.

Other kinds of deposits do not affect your Available Balance immediately. We post other deposits you make before the Cutoff Time on a Business Day when we process transactions. We then make the deposit available at the beginning of the Business Day stated in TCF’s funds availability schedule. We treat deposits you make after the Cutoff Time on a Business Day, or on a non-Business Day, as if you made them the next Business Day.

See the section called “Funds Availability Schedule and Disclosures” to determine how deposits affect your Available Balance.

#### *How Withdrawals Affect Your Available Balance*

Your Available Balance also depends on when and how you make withdrawals. Some withdrawals such as cash withdrawals and transfers, reduce your Available Balance at the time of the transaction. Checks written against your Account that TCF cashes also reduce your Available Balance at the time of the transaction.

Checks you write otherwise reduce your Available Balance when they are submitted to TCF for payment and we post them to your Account. We post checks we receive in a TCF branch before the Cutoff Time on a Business Day when we process transactions. Processing starts in the evening on Business Days. We treat checks we receive in a TCF branch after the Cutoff Time on a Business Day, or on a non-Business Day, as if we received them the next Business Day. We post checks we receive from the Federal Reserve or other banks when we process them.

Funds you deposit that are returned unpaid reduce your Available Balance when we post the returns to your Account.

#### *How ACH Transactions Affect Your Available Balance*

TCF adjusts your Available Balance for ACH deposits and withdrawals on the Business Day designated by the sender as the “settlement date” for the transaction. We do so before the start of processing for that Business Day (see the section called “Order of Posting”). We then post these transactions when we process them. Processing starts in the evening on Business Days.

#### *How ATM and Debit Card Authorizations Affect Your Available Balance*

You are asking TCF to approve, or “authorize,” an ATM transaction or Debit Card Transaction when you: (1) use your Card or Card number to pay for a transaction with a merchant (when permitted) or to make an ATM withdrawal; or (2) use your Card or Card number in some other permitted way, such as to

transfer money or pay a bill.

When TCF authorizes an ATM transaction or Debit Card Transaction, network rules generally require us to complete the transaction if and when it is submitted to us for payment. Therefore, we reduce your Available Balance immediately when we authorize the transaction and before the Item is submitted to us for payment.

We may, in our sole discretion, adjust an authorization to better reflect our estimate of the likely transaction amount.

**Example:** Some merchants, such as gas stations, may request authorization of \$1 and then submit the transaction to TCF for payment in a much larger amount. In these and other similar cases, TCF may increase the authorization placed against your Account (and therefore reduce your Available Balance by the same amount) to equal our estimate of the actual transaction amount.

For Debit Card Transactions, we adjust your Available Balance if: (1) the Item ultimately submitted to us for payment differs from the amount we authorized (as adjusted); or (2) if the transaction was not previously authorized and we pay it. Also, we increase your Available Balance if a Debit Card Transaction we authorized is not submitted to us for payment within three Business Days. We then decrease your Available Balance again if and when the transaction is later submitted to us for payment and we pay it.

**Example:** Some merchants may obtain authorizations for the estimated amount of their charges before they provide service. These merchants can include car rental companies, hotels, cruise lines and taxi cabs.

The merchants may then submit a different (and typically lower) amount to us for payment after they provide service and know the actual charges. Some of these merchants may also submit transactions for payment after three Business Days. If you pay using another card or pay by cash or check, the transaction should never be submitted to us for payment.

In these cases, we reduce your Available Balance when we authorize the transaction. We do so by the amount of the authorization (which we may adjust as described above). If the Item is submitted to TCF for payment in an amount that differs from the authorized amount, we will then adjust your Available Balance by the difference.

If we have not received the merchant’s request for payment within three Business Days, we increase your Available Balance by the amount authorized. If and when the merchant eventually submits the transaction to us for payment, we may be required under network rules to pay the transaction from your Account. This depends on when we received it. If and when we pay the transaction, we reduce your Available Balance by the actual amount of the transaction (potentially to less than \$0).

We adjust your Available Balance for Debit Card Credits either when we receive notice of the Credit or when we ultimately post the Credit to your Account, depending on the method the merchant uses to notify us of the Credit. The method used by the merchant is outside of our control.

To determine the amount of any outstanding authorizations

against your Account, contact us (see the section called "Contacting TCF") or go online to [tcfbank.com](http://tcfbank.com).

#### *How Other Transactions Affect Your Available Balance*

TCF may reduce your Available Balance by the amount of any: (1) hold we put on your Account; (2) lien or security interest in your Account; (3) setoff we exercise against all or part of your Account balance; (4) deduction we make from your Account because of a dispute, legal process, reversed deposit, fees, or other reason; (5) Item if we receive notice that the Item will be presented for payment or collection against your Account (the reduction may vary somewhat from the actual amount of the Item); (6) any checks that we certify; and (7) any checks you cash from accounts at another financial institution.

**"Business Day"** means every day except Saturday, Sunday, and federal holidays, but includes Martin Luther King Jr. Day, President's Day, Columbus Day and Veterans Day. However, some parts of your Account Contract may use a different definition of Business Day.

**"Card"** or **"Debit Card"** means your TCF ATM Card or TCF Debit Card.

**"Commercial Account"** means any checking or savings account that TCF offers for commercial business use (other than Small Business Accounts).

**"Consumer Account"** means a TCF checking or savings account that you intend to use primarily for personal, family, or household purposes.

**"Credit"** means a deposit, transfer, credit, or other addition to your Account.

**"Cutoff Time"** is described in the section called "Funds Availability Schedules and Disclosures."

**"Debit"** means a withdrawal or transfer from your Account, or other charge to your Account or deduction from your Account.

**"Debit Card Transaction"** means a deduction from your Account for a transaction you make using your Card or information on your Card. It does not include ATM cash withdrawals. The money from your Account goes to pay a merchant for goods or services you purchase from the merchant, or to get cash from the merchant, or both. This includes both one-time and recurring transactions, whether or not you are required to use a PIN. "Everyday debit card transactions" are one-time (non-recurring) transactions.

**"Deposited Item"** means: (1) any Item TCF cashes for you or accepts for deposit to your Account; and (2) any other deposits, Credits, and additions to your Account.

**"Electronic Fund Transfer"** and **"EFT"** have the meaning stated in the section called "Electronic Fund Transfers Services Agreement and Disclosures."

**"Item"** means: (1) checks, substitute checks, indemnified copies of checks, drafts, remotely created items, image replacement documents, returned items, Point-of-Sale transactions, ATM transactions, and ACH transactions submitted for payment against your Account; (2) account fees; (3) holds we put on your Account; (4) other oral, written, or electronic orders or instructions for a Debit or Credit to your Account, including those

initiated by TCF.

**"Money Market Account"** means a savings account you can write checks against. These accounts usually have "money market" in the product name.

**"Noncash Item"** means checks, substitute checks, indemnified copies of checks, drafts, remotely created items, image replacement documents, cashier's checks, official bank checks, teller's checks, money orders, and similar documents and instruments.

**"Overdraft Protection Account"** means a written agreement between you and us under which we agree to make loans to you from time to time to pay overdrafts, not to exceed your credit limit under the agreement. Overdraft Protection Accounts are not available for Choice Checking Accounts.

**"Password"** means a secret combination that only you know of letters, numbers, and special characters you select for purposes of accessing your Account through our digital banking services.

**"PIN"** means a private four-to-eight digit personal identification number ("PIN") you select. We use the PIN to verify your identity and to approve certain transactions you make.

**"Small Business Account"** means any checking or savings account that TCF offers exclusively for use by small businesses.

**"TCF," "TCF Bank," "we," "us," and "our"** mean TCF National Bank and our successors and assigns. Our "successor" is any company that assumes our rights under your Account Contract by operation of law. Our "assigns" is any company to which we transfer our rights under your Account Contract. TCF National Bank is a member of the FDIC.

**"TCF ATM"** is any ATM with "TCF" or "TCF Express Teller" displayed on the machine. Otherwise, the ATM is a non-TCF ATM. A TCF ATM is not necessarily owned or operated by TCF.

**"TCF ATM Card"** means a card that you may use to make Electronic Fund Transfers at an ATM or for certain limited Debit Card Transactions.

**"TCF Debit Card"** means a card with the Visa® logo that you may use to make Electronic Fund Transfers at an ATM or Debit Card Transactions.

**"You"** and **"your"** mean each Account owner. If there is more than one Account owner, "you" and "your" mean each owner individually and all owners together. Each owner has the power, individually and on behalf of all other owners, to: (1) make deposits to your Account, or withdrawals from your Account, by whatever means we allow; (2) get and release information concerning your Account; (3) sign any check or other Item or document concerning your Account; (4) give permission to others to act on your behalf concerning your Account; (5) change the ownership on your Account; and (6) close your Account. However, TCF requires all owners' signatures for withdrawals or other instructions related to a tenants-in-common account.

For additional definitions, see the sections called "Funds Availability Schedule and Disclosures" and "Electronic Fund Transfers Services Agreement and Disclosures."



### **Contacting TCF**

You can contact TCF by visiting any TCF branch office or by calling us or writing us at the telephone number or address shown below. Unless your Account Contract specifically states otherwise, any notices you are required to give us must be given at the telephone number below, when telephone notice is permitted, or the address below, when written notice is required.

Call: 1-800-TCF-BANK (823-2265)  
612-TCF-BANK (823-2265) (Twin Cities)

For TTY (hearing impaired) service, you may call us at 1-800-343-6145 or 612-339-3075.

Or write: TCF Bank  
Attn: Customer Service  
1405 Xenium Lane North  
Plymouth, MN 55441

### **USA PATRIOT Act**

#### *Important Information About Procedures for Opening a New Account*

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

#### *What This Means for You*

When you open an Account, TCF will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents such as a driver's license or documents to show your existence as a legal entity, or other identifying documents.

### **Sharing of Information**

You agree that we may, in the ordinary course of business, share with Affiliates and third parties (parties that are not Affiliates), any information about you or your Account. However, if your Account is a Consumer Account, the TCF Privacy Policy provides that you may direct us to not share certain non-public information about you or your Account.

You can get a current copy of the TCF Privacy Policy at any TCF branch, by contacting us (see the section called "Contacting TCF") or by visiting [tcfbank.com](http://tcfbank.com).

### **Consumer Reports**

You agree to give us current information about you and your financial situation when you apply for an Account and whenever we ask for this information while you have a banking relationship with us. You agree that all information you give or will give us is true, correct, and complete.

You give us permission to get consumer reports (including credit scores, such as FICO scores) and other kinds of financial and personal information about you from consumer reporting agencies (sometimes called "credit bureaus") and others. We

may get this information when you apply for an Account and at any later time while you have a banking relationship with us. A "consumer report," is any kind of report we get from a consumer reporting agency concerning you: (1) credit worthiness; (2) credit standing; (3) credit capacity; (4) character; (5) general reputation; (6) personal characteristics; or (7) mode of living.

You give us permission to: (1) investigate and use the information described in this section in our banking business; and (2) share the information with Affiliates and third parties (parties that are not Affiliates) for use in their business. However, if your Account is a Consumer Account, you may direct us to NOT share certain information described in this section with our Affiliates or other third parties, as explained in the TCF Privacy Policy.

We may report information about your Account to consumer reporting agencies. Late payments, missed payments or other defaults may be reflected in your report by the consumer reporting agency.

### **Economic Sanctions**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals.

Financial institutions, including TCF, are required to monitor all transactions executed by or through them to identify those that involve any entity or person subject to OFAC-administered laws and regulations. In some situations, an institution may be required to accept deposits and funds that they believe may be subject to OFAC-administered laws and regulations and then freeze them so that they cannot be withdrawn (called "blocking"). In other situations, the institution may be required to reject deposits or funds rather than accept and block them. In either case, the institution is required to notify OFAC.

You agree that TCF is not legally responsible to you for any actions we take or fail to take in a good faith attempt to comply with OFAC-administered laws and regulations.

### **Your Contract With TCF**

You have a contract ("Account Contract") with TCF covering your Account. Your Account Contract consists of the following:

- These *Terms and Conditions for Checking and Savings Accounts*;
- Your *Account Agreement* (the agreement that you sign when opening your Account);
- Your Account application (as applicable);
- Your Account Evidence (as applicable);
- The agreement for any additional services you ask for (such as digital banking services, bill payment services, or wire transfer services);
- TCF's *Deposit Account Services and Prices Schedule*;
- TCF's Truth-in-Savings Act disclosures (as applicable);
- TCF's *Current Rates and Yields* schedule;

- TCF's *Business Account Certification* (as applicable);
- The *TCF Privacy Policy* (as applicable);
- Checks, deposit and withdrawal slips, and other forms you use to make deposits to, or withdrawals from, your Account; and
- Any other written agreements between you and TCF.

By signing your Account Agreement, you agree to all the terms of your Account Contract. By opening or continuing your Account, or using any Account-related service, you confirm your agreement to all the terms of your Account Contract.

You should keep a copy of your Account Contract, along with any information we give you regarding changes to your Account Contract, for as long as you have your Account with us.

You can get a current copy of the documents that make up your Account Contract, including our current rates and fees, by contacting us (see the section called "Contacting TCF"). The account terms and conditions for TCF's digital banking services are available at [tcfbank.com](http://tcfbank.com).

### **Changes to Your Account Contract**

We may change your Account Contract from time to time by: (1) adding new terms, conditions, services, charges, and fees; and (2) modifying or deleting existing terms, conditions, services, charges, and fees. We may make such changes in our sole discretion. All changes to your Account Contract take effect immediately when we give you notice of the change, unless the notice states otherwise.

However, if you have given us notice of a Claim under the section called "Arbitration of Disputes," no change to the "Arbitration of Disputes" section after we received your notice will apply to the Claim. Likewise, if we have given you notice of a claim under the section called "Arbitration of Disputes," no change to the "Arbitration of Disputes" section after you have received our notice will apply to the claim.

TCF will notify you of any changes to your Account Contract. We will comply with any law or regulation that requires notice within a minimum number of days before the effective date of the change. Except where a law, regulation, or another term of your Account Contract requires notice by some other means, we will notify you of changes by:

- Sending the notice to you at the most recent mailing address for your Account in our records (if there is more than one owner for your Account, we may address the notice and send the notice to any one of the Account owners);
- Posting the notice or making the revised agreement with the change available in our branch offices, or posting the notice or revised agreement with the change on our digital banking site that you can access at [tcfbank.com](http://tcfbank.com);
- Including a message on or with your Account statement;
- Sending the notice to you electronically at the most recent email address for your Account in our records (if there is more than one owner for your Account, we may address the notice and send the notice to any one of the Account owners); or

- Telling you about the change when you ask for an Account-related service.

By continuing your Account or using any Account-related service after the effective date of any change, you confirm your agreement to the change.

If your Account pays interest, we may change the interest rate and annual percentage yield from time to time without notifying you in advance. You can find out the current interest rates by visiting or calling any TCF branch.

### **Who May Use Your Account**

You agree that you will not permit another person to make withdrawals from your Account, use your Card, use your PIN, use your Password, or write checks against your Account, except as stated in the section called "Authorized Signers and Powers of Attorney."

### **Deposits**

#### *Availability of Funds and Payment of Interest*

Your deposit becomes Available Funds within the time stated in TCF's funds availability schedule. See the section called "Funds Availability Schedule and Disclosures." When a deposit becomes available on a Business Day, it is available at the beginning of that day.

We do not use the funds availability schedule to determine when to accrue interest on accounts that pay interest. Instead, if your Account pays interest, we begin to accrue interest on your deposit of a Non-Cash Item no later than the Business Day (excluding all federal holidays) that we receive credit for the deposit. This may be before or after some or all of the deposit becomes Available Funds. We pay interest based on your Account balance (excluding deposits for which we have not yet received credit), after all Items for the day have been posted to your Account.

**Deposits to your Account may not be immediately available for withdrawal or be part of your Available Balance even if we have: (1) collected or received credit for the deposit; or (2) begun accruing interest on the deposit (for accounts that pay interest).**

#### *Notice of Deposits*

We are not legally responsible to you for any deposit or notice you send to us until we receive it. We do not have to notify you of any oral, written, or electronic order to deposit funds to your Account (including incoming wire transfers and ACH Credits) other than the notice you receive in your Account statement. You can, however, confirm a deposit to your Account by contacting us (see the section called "Contacting TCF").

#### *TCF's Right to Accept or Refuse Deposits*

We may, without asking any questions, accept a deposit to your Account from anyone, made in any manner, and at any time. We may also refuse to accept all or any part of any deposit for any reason. We are not responsible for a deposit until a TCF employee has received, verified, and accepted it.

### Problems With Your Deposit

Even though funds may be Available Funds, and even though you may have withdrawn them, you are still responsible for problems with the deposit, such as deposited checks or cashed checks that are returned unpaid.

### Endorsing Your Check

By regulation, you must leave a specific area on the back of every check blank so that the bank can properly endorse (sign the back of) the check. If you sign your name or add other wording or stamp in this restricted area, you will be legally responsible for checks that are returned late for that reason, plus any related expenses. If you use checks with a carbon band on the back, you will be legally responsible for the amount of any dishonored checks, plus any related expenses, if the carbon band interferes with any bank endorsement.

You will meet endorsement requirements if you keep your endorsement (including any wording or stamp) within 1- 1/2 inches of the trailing edge of the check. The trailing edge is the left-hand side of the check as you look at the front. The example below shows the trailing edge and where you should place the endorsement.



### Check Cashing

We may require you to deposit a check or other Noncash Item payable to you into your Account, instead of cashing it. If we cash a check or other Noncash Item for you, we may put a hold on your Account (or any other checking or savings account you have with us) for a corresponding amount until we collect it or until we are required to release the hold under applicable law.

### Collection Items

TCF may handle a check or other Noncash Item as a collection item instead of accepting it for deposit to your Account. Handling a check or other Noncash Item as a "collection item" means that we will send it directly to the issuer's bank for payment instead of accepting it for deposit to your Account. When we receive payment for a collection item, we will Credit your Account. If the collection item is returned unpaid, we will return it to you. We have sole discretion to determine whether to accept a check or other Noncash Item for deposit or for collection.

### Lost or Misrouted Deposits

If a check or other Noncash Item that you deposit is lost or

misrouted, you agree to cooperate with us in recreating it. We may deduct from your Account the amount of any check or other Noncash Item you deposited that we cannot collect because it is lost or misrouted through no fault of ours, and we may reverse any interest we paid in connection with the deposit.

### Responsibility for Deposited Items

We are not able to tell you if a check or other Item you deposited to your Account is "good," has "cleared," or is subject to a return or other adjustment. You continue to be legally responsible to us for all Items deposited to your Account, before and after we make the deposits available to you.

### Foreign Currency Deposits

We do not have to accept deposits in the form of, or payable in, a foreign currency.

### Deposit of Remotely Created Checks

A "remotely created check" is defined as any check that is not created by the paying bank and that does not have the signature or purported signature of the person on whose account the check is drawn (the "drawer").

You agree not to cash or deposit any remotely created check unless: (1) the drawer has authorized the check; and (2) you have obtained our written permission to deposit remotely created checks before cashing the check or making the deposit. You will provide proof satisfactory to TCF that the drawer of any remotely created check has authorized the check.

You are legally responsible for all our losses that result from any remotely created checks you cash or that are deposited to your Account, whether or not you have obtained TCF's permission.

### Remote Deposit Capture

You agree not to cash or deposit any check that you have previously deposited by remote image capture at either TCF or another financial institution.

You are legally responsible for all our losses that result from any check you cash or deposit that has been previously deposited by remote image capture.

### Deposit of Substitute or Imaged Checks

A "substitute check" is a paper reproduction of an original check (front or back) that meets the requirements of federal law and is suitable for automated processing by banks.

You agree that you will not cash or deposit any substitute checks or image documents intended as substitute checks that have not been previously endorsed (signed or stamped on the back) by a bank. Our acceptance for collection or deposit of a substitute check or image document intended as a substitute check will not be considered a waiver of the previous sentence.

If you cash or deposit such a check or document, you give us the same warranties and indemnities that: (1) we are legally required to give under applicable law or regulation to others for the Item; and (2) we give under applicable network or

clearinghouse rules for the Item.

You are legally responsible for all our losses that result from any substitute checks or image documents intended as substitute checks that you cash or are deposited to your Account.

### *Image Return of Deposited Items*

We may, in our sole discretion, receive the return of any Item deposited to your Account by image copy of the Item or other electronic return from the returning bank. If the original Item deposited to your Account is a paper check, you acknowledge and agree that we may not be able to provide you the original paper check should you ask for it.

### **Endorsements on Deposited Items**

Any time you want to cash or deposit a check or other Noncash Item, you must first properly endorse (sign the back of) the Item in ink. You can contact us (see the section called "Contacting TCF") with questions about endorsement requirements. Stamped or typed endorsements are acceptable for deposit purposes only. However, we do not have to accept a stamped or typed endorsement. For checks or other Noncash Items made out to more than one person (payee):

- All payees must endorse the Item if "and" is used between the payee names.
- Only one payee needs to endorse the Item if "or" is used between the payee names.

We may supply your endorsement to any check or other Noncash Item we cash or accept for deposit or collection, but we are not required to in order to collect the item.

We may refuse to accept any check or other Noncash Item unless we can verify to our satisfaction that the Item has all of the necessary endorsements. For example, we may require all endorsers to be present and provide acceptable proof of their identity before accepting an Item.

You are legally responsible to us for all checks and other Noncash Items we cash or accept for deposit or collection that are not properly endorsed. We are not legally responsible to you for accepting an Item that does not meet the requirements of this section called "Endorsements on Deposited Items."

### **Warranties on Deposited Items**

In addition to any other warranties (guarantees) you make by law or agreement, you warrant to us as follows for each check and other Noncash Item that we cash for you or accept for collection, payment, or deposit to your Account that:

- All signatures on the Item are authentic and authorized;
- You have the right to enforce the Item;
- The Item has not been changed;
- The Item is valid; and
- There is no other claim or problem with the Item.

As to each such check or other Noncash Item, you also give us the same warranties and indemnities that: (1) we are legally required to give under applicable law or regulation to others

for the Item; and (2) we give under applicable network or clearinghouse rules for the Item.

You are legally responsible to us for all checks and other Noncash Items we cash or accept for deposit or collection if you breach any of your warranties in this section.

### **Returned Deposited Items**

If a check or other Item is deposited to your Account, or you receive cash or other value for the Item, and the Item is returned unpaid to us or we receive notice of a claim or problem related to the Item (for example, alterations or missing or unauthorized signatures or an error by the person initiating an ACH Credit or wire transfer), or we are unable to collect the Item for some other reason, we may:

- Deduct the amount of the Item from your Account, even if doing so causes your Account balance to go below zero;
- Put a hold on any of your Accounts or certificate of deposit accounts you have with us for the amount of the Item;
- Deduct any related interest from your Account;
- Resubmit the Item for payment by any means (including electronically), or attempt to collect the Item by other means; and
- Pay any claim related to the Item.

Unless required by applicable law, we may take these actions without notifying you in advance. These deductions and holds will reduce your Available Balance. If we take any of these actions, we are not legally responsible to you if other Items exceed your Available Balance as a result. You agree to immediately pay us any amount by which your Account is overdrawn because of these actions.

### **No Assignments or Pledges**

In this section, "transfer" means to: (1) sell, assign, or pledge all or any part of your Account; (2) give a lien or security interest in all or any part of your Account; (3) or transfer all or any part of your Account or by other means.

Your Account can only be transferred by showing the transfer on TCF's records. You may not transfer your Account without our written permission. If you do, we do not have to honor the transfer and it will be void. We do not have to give permission for any transfer, and we will not give permission for a transfer of any Account that you can write checks against.

We may prevent you from withdrawing or transferring funds from your Account if you have transferred the Account to another person.

### **Withdrawal Requests**

We do not have to allow withdrawals or transfers from your Account until all account owners have signed the Account Agreement. We may require you to show or use your Account Evidence when you ask for a withdrawal in person. We may also require additional identification, such as your PIN or government photo identification card. We may make exceptions to these requirements, or we may rely on other documents with your

signature. We do not have to ask questions of any person giving us a withdrawal request with your signature, or investigate any withdrawal request that has your signature.

We may require advance notice for large cash withdrawals (including when you cash a large check). We may refuse a request to withdraw funds in cash if we believe the request poses a security risk. We may require you to accept a Noncash Item or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you are at risk for the funds when we deliver them to you. We also may require you, at your risk and expense, to hire a guard service acceptable to us, but we are not required to do so.

### **Right to Require Notice of Withdrawal**

If your Account is a savings account or “negotiable order of withdrawal account,” TCF may require you to notify us in writing at least seven days before you withdraw or transfer funds from your Account. We are required to reserve this right under federal regulations. If we require this notice, the seven day period starts on the day we receive your written notice.

### **Overdrafts and Returned Items**

#### *Available Balance*

We use your Available Balance to decide whether to: (1) allow cash withdrawals; (2) pay checks; (3) allow transfers; and (4) pay other Items submitted to us for payment from your Account. Subject to the terms of your Account Contract, we will allow and pay these transactions if they do not exceed your Available Balance.

We also use your Available Balance to decide whether to authorize ATM and POS transactions. Subject to the terms of your Account Contract, we will authorize these transactions if they do not exceed your Available Balance at the time of authorization request.

#### *TCF's Rights When Items Exceed Your Available Balance*

We may decide to either pay or not pay any Item submitted to us for payment from your Account that exceeds your Available Balance at the time of posting. We may also decide to either authorize or not authorize any ATM or POS transaction that exceeds your Available Balance at the time of the authorization request. See, however, the section called “Opt-In” below.

We will make decisions concerning the payment of Items or authorization of ATM transactions and Debit Card Transactions that exceed your Available Balance in our sole discretion. Network rules generally require us to pay all ATM transactions and Debit Card Transactions once we authorize them.

We may decide not to pay an Item or authorize an ATM transaction or Debit Card Transaction that exceeds your Available Balance even if we have done so (repeatedly or otherwise) in the past. We do not have to notify you before hand, or at the time of our decision, whether or not we will pay an Item or authorize a transaction that exceeds your Available Balance. Once we authorize them, you may not place a stop payment on an ATM transactions or Debit Card Transaction. Network rules generally require us to pay them.

You agree to pay TCF the amount of any negative account balance (overdraft) immediately when we ask for payment. We will not automatically transfer funds from another account you have with us to “cover” an Item that exceeds your Available Balance unless we have agreed to do so separately in writing. However, see the section called “Setoff and Other Deductions” for an explanation of our setoff rights.

We calculate overdraft fees and returned item NSF fees on the next Business Day after the processing day when the overdraft occurred. We then post the fees to your Account that night.

#### *Overdraft and Returned Item NSF Fees*

We will charge you a fee, called an “overdraft fee,” each time we pay an Item that exceeds your Available Balance. However, we will not charge a overdraft fee in certain situations described in the section called “Opt-In.”

We will also charge you a fee, called a “returned item NSF fee,” each time an Item is submitted (or resubmitted) to us for payment from your Account and we return the Item without paying it. We sometimes refer to this fee as simply a “nonsufficient funds fee (NSF).” We return an Item without paying it if we refuse to pay the Item or pay the Item and then reverse the payment.

See TCF's *Services and Prices Schedule* for the amount of the overdraft fee and returned item NSF fee. We may waive (give up) the overdraft fee or returned item NSF fee for some transactions from time to time. By doing so, we do not waive our right to charge these fees for other transactions.

#### *Opt-In*

This section called “Opt-In” only applies to checking and Money Market Accounts that are Consumer Accounts.

We do not charge a fee for overdrafts due to ATM or everyday (that is, transactions coded as one-time or non-recurring) Debit Card Transactions unless you ask us to authorize and pay those transactions. You can do so, called “opt-in,” by notifying us when opening your Account. Or you may notify us later. We have given you a notice called *What You Need to Know About Overdrafts and Overdraft Fees* that further describes our policy and the opt-in process.

**You are not required to opt-in to get an account. Even if you opt-in, it is up to our discretion to authorize or not authorize any ATM or everyday debit card transactions that exceed your Available Balance at the time of the authorization request. If you do not opt-in, we do not intend to authorize these transactions. You agree that we can give you notices electronically related to opt-in.**

You also have the option to notify us if you do not want us to pay your overdrafts due to checks, ACH transactions (such as automatic monthly bill payments) and electronic transfers not involving the use of your debit or charge card. If you exercise this option, called “opt-out,” we will return these items without paying them. You can opt-out by contacting us (see the section called “Contacting TCF”).

You can change any of your elections at any time. To do so, and for more information about changing your elections, contact us.

We charge a fee for paying your overdrafts and for returning items without paying them. We do not charge a fee for denying Debit Card authorizations.

### *ATM and Debit Card Authorizations and Settlements*

We will charge you an overdraft fee for ATM transactions and Debit Card Transactions that exceed your Available Balance when we post the transaction to your Account, except as stated in the section called "Opt-In". It generally takes three Business Days or less after we authorize a Debit Card Transaction for it to be submitted to us for payment and posted to your Account. ATM transactions and some Debit Card Transactions are submitted for payment as soon as the same Business Day that we authorize them. These time frames are generally outside our control.

Our authorization of an ATM transaction or Debit Card Transaction does not mean your Account has, or will have at the time the transaction is submitted to us for payment and posted to your Account, enough funds to avoid any overdraft or returned item NSF fees.

**Example:** Our records may show that your Available Balance is enough to cover a Debit Card Transaction you want to make, and we therefore authorize it. However, the same day we receive a check for payment against your Account that exceeds your Available Balance due to our authorization of the Debit Card Transaction. Even though the check exceeds your Available Balance, we decide in our discretion to pay it. This results in an overdraft and, depending on the amount of the overdraft and your account type, overdraft fees will apply. Unless you have made a deposit in the meantime, you may also incur an overdraft fee when the Debit Card Transaction is submitted to us for payment and posted to your Account.

In some instances, a merchant (for example, a gas station or restaurant) may obtain an authorization for one amount and then submit a higher amount to us for payment. In other cases, a merchant may submit a Debit Card Transaction for payment without obtaining any authorization in advance. In these instances, we have the right to pay or not pay the transaction if it exceeds your Available Balance. If we pay it, we will charge you an overdraft fee, except as stated in the section called "Opt-In."

Regardless of whether a Debit Card Transaction is submitted to us for authorization, and regardless of whether a transaction is for more or less than the amount we authorize, you are responsible for the transaction if we pay it.

Merchants, not TCF, determine the amount of a Debit Card Transaction authorization request (although we may adjust the authorization amount to better reflect our estimate of the transaction amount). If a merchant obtains an authorization for more than the actual transaction amount (or if our adjustment results in an authorization for more than the transaction amount), we are not legally responsible to you for refusing to honor any items or for refusing to authorize any other ATM transactions or Debit Card Transactions because we reduced your Available Balance by the amount we authorized.

### **Overdraft Protection Transfer Service**

TCF's Overdraft Protection Transfer Service (the "Service")

automatically transfers funds from your TCF savings account to your TCF checking account when items posted to your checking account exceed your Available Balance ("overdraw") by more than \$5.

The amount automatically transferred will be the amount needed to bring your checking account's Available Balance to \$0, plus the overdraft protection fee, but not to exceed your savings account's Available Balance. If we receive more than one item for payment in a day that together exceeds your savings account's Available Balance, we will make transfers in the order in which the items are processed, or "posted" to your checking account. However, we will disregard any item that (including the transfer fee) exceeds your savings account's Available Balance. We will not make a transfer if your savings account is dormant or funds in the account are restricted.

We charge an overdraft protection fee for each transfer using the Service, which we will deduct from your checking account. However, we will not charge more than one overdraft protection fee per day. We will deduct the applicable overdraft and returned item NSF fees from your checking account for any items not covered by the transfer.

You must designate a savings account for making transfers to your checking account using the Service, but you may designate only one such account. The savings account must have been opened in the same state as your checking account. Money Market Accounts and ZEO Savings Account products are not eligible for the Service.

Enrollment in the Service is free. You can contact us to enroll for the Service and to verify whether or not a transfer has taken place (see the section called "Contacting TCF"). You can unenroll from the Service at any time by contacting us. All the terms of your Account Contract apply to the Service.

We reserve the right to limit or stop the Service at any time upon notice to you. You can cancel the Service by contacting us (see the section called "Contacting TCF").

Under federal regulations, you are limited to six transfers or withdrawals (or a combination of transfers or withdrawals) from a savings account during a month or monthly statement period, including transfers or withdrawals using the Service. See the section called "Limits on Withdrawals and Transfer Requests." We may process a transfer even though it exceeds the monthly limit. You are therefore responsible for monitoring transfers and withdrawals from your savings account, including transfers using the Service, and will be responsible for any fees we charge when the monthly limits are exceeded. The Service is not available for Choice Checking accounts.

### **Order of Posting**

We begin to process or "post," transactions to your Account (both deposits/Credits and withdrawals/Debits) in the evening of each Business Day if we receive the transaction before that day's Cutoff Time. We process transactions we receive after the Cutoff Time on the next Business Day.

Processing generally starts at about 10:30 p.m. Central Time. However, this time may change without notice to you.

Transactions on your Account may not be processed in the order in which they occurred. If we receive several items for payment

against your Account during a day, the order of posting may be different (and generally will be different) from the order in which we received them. The order of processing also may be different from the order in which the transactions occurred and the day on which they occurred.

The order transactions post will impact your Available Balance. If all your transactions on a Business Day exceed your Available Balance at the start of processing, the posting order could affect the number of overdrafts or returned items on your Account and the number of fees you incur.

Order of Posting	Transactions
1	All deposits (not including interest) made before Cutoff Time, including withdrawal reversals and fee reversals
2	Branch transactions in chronological order: <ul style="list-style-type: none"> <li>• Deposit reversals</li> <li>• Teller withdrawals</li> <li>• Debit adjustments</li> <li>• Returned deposited items</li> <li>• Check order charges</li> <li>• Overdraft Protection Line of Credit payments</li> <li>• Child support levy withdrawals</li> </ul>
3	Outgoing wire transfers in chronological order
4	Reversal of Debit Card Credits in chronological order
5	In chronological order: <ul style="list-style-type: none"> <li>• Transfers to another TCF account</li> <li>• Digital bill payment sent by ACH</li> <li>• Checks you write that are deposited into a TCF account or cashed in a TCF branch</li> </ul>
6	Overdraft and Returned Item NSF account fees from the previous processing day
7	Federal tax withholding withdrawals
8	ATM withdrawals and Debit Card Transactions in chronological order based on a date and time associated with the transaction
9	Checks in lowest-to-highest order based on check number, including checks you write or digital bill payments sent by paper check
10	Electronic withdrawals (ACH) and recurring transfer withdrawals in chronological order based on when we receive the electronic file for the withdrawals

Order of Posting	Transactions
11	All other account fees, such as: <ul style="list-style-type: none"> <li>• Monthly maintenance fees</li> <li>• Non-TCF ATM withdrawal fees</li> <li>• Paper statement fees</li> <li>• Excessive Withdrawal fees (for savings and money market accounts)</li> <li>• Deposited item returned fees</li> </ul>
12	<ul style="list-style-type: none"> <li>• Overdraft Protection Transfer fee</li> <li>• Overdraft protection funds transfer (deposit from savings or line of credit account)</li> <li>• Interest credited</li> </ul>

To determine the order of posting, the following also apply:

- If we cannot determine the chronological order, we process them in lowest-to-highest order based on the amount of the transaction.
- The date and time associated with ATM withdrawals and Debit Card Transactions relate to when the transactions are processed for payment through the payment card networks. However, the date and time associated with a TCF ATM withdrawal relate to when the withdrawal takes place. If two or more transactions have the same date and time, the transactions will be posted in random order.
- Checks include any check submitted to us in electronic form if we can determine from the electronic record that the item represents a check. If a check is submitted to us electronically, we will use the check number assigned during processing (which may be different from the number printed on the original check). Electronic checks without an assigned check number (or when we cannot determine the check number) will be processed in random order after all other checks have been processed. Paper checks created through the TCF bill pay service are assigned a check number and processed with the checks you write.
- If we receive more than one ACH withdrawal for your account at the same time for payment on the same day, we process them in the order in which they appear in the electronic file.
- For savings accounts, an overdraft protection funds transfer to a checking account will post before all other transactions listed in the order of posting schedule.

We may change the way we process transactions at any time regardless of any request or instruction you give us. We may do so in our sole discretion without notifying you.

The order in which Items appear in your account history (including in your printed account statement, on TCF's digital banking site, at an ATM, or in information we provide you in person or over the telephone) is not in the order in which we post or will post them to your Account.

### **Fees and Charges**

We may charge, and you agree to pay, fees for services relating to your Account (even if you do not use your Account) according to our then-current *Deposit Account Services and Prices Schedule* and other fee schedules we may issue from time to time. These fees may be in the form of flat fees, recurring fees, interest, or other form. However, any interest we charge will not exceed the highest rate the law allows.

The fee schedule that applies to your account is the schedule for the state in which you opened your account, regardless of where you now live. For accounts opened online, the account is considered opened in the state you indicated when providing your address in account opening.

TCF may deduct any fees and other amounts you owe us under your Account Contract from your Account. We may do this without notifying you in advance. We are not legally responsible to you for refusing to honor withdrawals or pay Items when they exceed your Available Balance because of these deductions.

In the event any fees that relate to your Account are determined to fall under Section 85 of the National Bank Act (12 U.S.C. § 85), we refer to South Dakota substantive law to determine the highest permissible fee or charge.

### **Faulty Check Stock**

You alone are responsible for any losses that result if you: (1) have your checks printed by someone who has not been approved by us; (2) use check stock or features (such as security features) that cause important information to disappear or be obscured upon truncation ("truncation" generally means replacement of the original check with an image copy as part of the check collection process); (3) make your check out in a way that causes important information to disappear upon truncation (such as using a lightly colored ink); or (4) use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, duplicate serial numbers, or other defects. We may require you to purchase your first box of checks through us.

### **Substitute Checks and Your Rights**

#### *What is a Substitute Check?*

To make check processing faster, federal law permits banks to replace an original check with a substitute check. A "substitute check" is an image copy of the original check. A substitute check is similar in size to the original check, but 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 of the checks that you receive back from us may be substitute checks. This section describes rights you have when you receive substitute checks from us. These rights only apply if you are a natural person (as opposed, for example, to a corporation or partnership) and your Account is used primarily for personal, family, or household purposes. Your rights in this section do not apply to original checks, check images, or to electronic Debits to your Account. However, you may have rights under other laws 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 (for example, overdraft or returned item NSF fees).

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 laws.

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 TCF is later 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 (see the section called "Contacting TCF"). You must contact us within 40 calendar days of the date that we mailed (or delivered by another means to which you have agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will 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 or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

### **Substitute Checks, Indemnified Copies, Images, and Image Replacement Copies**

In some cases, we may be presented with an indemnified copy of your original check, an image replacement document, a substitute check, or an image of your check, instead of the original check. We may treat any of these Items the same as your original check, and pay these Items against your Account or return them, just as if the original Item had been presented.



### **Image Return of Checks Written Against Your Account**

We may, in our sole discretion, return any Item presented to us for payment from your Account by transmitting or otherwise providing the Item to the returnee bank using an image copy of the Item or other electronic return. If the original Item is a paper check, you acknowledge and agree that we may not be able to provide you the original paper check should you ask for it.

### **Funds Transfer Systems**

Funds transfers to or from your Account using a third-party payment system are governed by the rules and regulations of the organization responsible for operating the payment system. For example, if you receive direct deposit of your pay into your Account each month, or if you make automatic bill payments from your Account each month, those transactions may be processed through the ACH network. If so, you and we are governed by the National Automated Clearing House Association Operating Rules & Guidelines in effect at the time of the transaction just as if they were fully set forth in your Account Contract. We may agree to exchange transactions directly with other banks following (or partially following) the rules and regulations of a third-party payment organization or other organization. Electronic checks may be exchanged following the National Automated Clearing House Association Operating Rules & Guidelines and the Electronic Check Clearing House Organization Rules. If we do so, you and we are governed by those rules and regulations to the extent they are included in our agreement with the other bank, just as if they were set forth in your Account Contract.

### **Ownership and Bank Records**

We may rely on our records to determine the owners, and form of ownership, for your Account. If our records show that a person is an owner or a co-owner of your Account, and that person fails to sign our required account forms, we are not prevented from treating the person as an owner or co-owner of the Account.

### **Authorized Signers and Powers of Attorney**

Each of you may designate other persons to act on behalf of you, your estate, and all other Account owners concerning your Account. We refer to these other persons as "authorized persons." Unless we agree otherwise in writing, authorized persons will have the right to: (1) make deposits to your Account, or withdrawals from your Account, by whatever means we allow; (2) get and release information concerning your Account; (3) sign any check or other Item or document concerning your Account; (4) change the ownership on your Account; and (5) close your Account.

Authorized persons include any person:

- Named or described in a resolution for your business, certificate of authority you sign, your Account Agreement, or your Account Contract, as an authorized signer or other person authorized to act concerning your Account;
- To whom you give blank checks, your Account number, your Card, your PIN, or your Password for purposes of

transacting business on your Account;

- To whom you give a "power of attorney," which we allow only for personal accounts;
- With actual, implied, or apparent authority to act on your behalf concerning your Account; or
- Appointed by a court to act on your behalf or your estate's behalf concerning your Account.

You are bound by all actions of an authorized person concerning your Account, except where the law provides otherwise. Before accepting instructions or transactions from an authorized person, we may require you, and all other Account owners, to sign forms and give us other legal documents acceptable to us that establish: (1) the powers of the authorized person to act concerning your Account; and (2) the limits on those powers, if any.

You agree that we are not responsible for monitoring the actions of any authorized person. You therefore agree that we are not legally responsible to you if we accept an instruction or transaction from an authorized person that: (1) is not done solely for your benefit or your estate's benefit; (2) appears to benefit the authorized person; (3) exceeds the authorized person's authority; or (4) happens after the authorized person no longer has authority to act concerning your Account. This includes instructions and transactions from an authorized person after your death or after you become legally incompetent.

You agree to notify us promptly in writing (see the section called "Contacting TCF") when an authorized person no longer has your permission to act in connection with your Account. The notice must be in a form reasonably acceptable to us. A person is no longer an "authorized person" after we receive your notice and have a reasonable time to act on it.

### **Safeguarding Requirements**

You agree to notify us immediately if you become aware of the loss or theft of an Account-related document or the unauthorized use of an Account-related document (see the section called "Contacting TCF"). Unless the law or your Account Contract provide otherwise, you are legally responsible to us (and we are not responsible) for any losses on your Account that result from your failure to use ordinary care in handling, safeguarding, or storing your Account-related documents or failure to immediately notify us of the loss, theft, or unauthorized use of an Account-related document.

"Account-related documents" include your checks, cancelled checks, blank checks, deposit slips, withdrawal forms, account statements, Cards, PIN, Password, Account Evidence, and other Account information and documents.

### **Non-Handwritten (Facsimile) Signatures**

In this section, a "non-handwritten signature" means any signature that appears to be yours or that of an "authorized person" (see the section called "Authorized Signers and Powers of Attorney") and is: (1) rubber-stamped; (2) facsimile or machine-produced; or (3) made in any other way that is not handwritten.

We may rely on a non-handwritten signature in paying Items

against your Account. You alone will be responsible for maintaining the security of non-handwritten signatures or any device used to make non-handwritten signatures. You alone will have the risk of unauthorized use of a non-handwritten signature, whether or not you were negligent.

All non-handwritten signatures will be effective as your authorized signature or endorsement, whether or not you were negligent.

### **Tax Identification Number (TIN) Certification**

In most instances, U.S. Treasury Department regulations require TCF to obtain a tax identification number (TIN) for each Account. To avoid backup withholding tax, you must provide us with an Internal Revenue Service (IRS) Form W-9 (or substitute Form W-9) or Form W-8BEN. U.S. citizens or other U.S. persons, including resident alien individuals, must appear as the primary owner of your Account and must provide a signed Form W-9 (or substitute Form W-9). Non-resident aliens must provide a signed Form W-8BEN. TCF may also require other forms.

Until we have received the completed and signed Form(s) W-9 (or substitute Form W-9) or W-8BEN, we may either: (1) not pay interest on your Account; or (2) pay interest and comply with the IRS backup withholding requirements.

If, at any time, we receive information indicating that someone other than you is using the same TIN that you certified as your TIN on Form W-9 (or substitute Form W-9), and we are not able to determine that you are the rightful owner of the TIN, we may, without notifying you, either: (1) stop paying interest on your Account; or (2) continue paying interest but comply with the IRS backup withholding requirements. We may also take any other action we consider reasonable.

If you are the last surviving owner of your Account, upon your death we must be provided with your estate's or your beneficiary's TIN, as applicable. If this is not provided, we may either: (1) stop paying interest on your Account after the date of your death; or (2) withhold a portion of the interest earned on your Account since the date of your death.

### **TCF's Right to Change Your Account Type**

We may change your Account to another TCF account type if you do not meet the requirements or restrictions of your current account type or if we stop offering that account type. This may change the services you receive on your Account and the fees we charge you for your Account.

### **Legal Process and Bankruptcy**

A creditor or governmental agency may attach your Account by service of legal process in any state in which we operate a branch. If we receive any legal papers relating to you or your Account, such as a garnishment, levy, or order from a court or government agency, we may: (1) hold the funds in your Account (or remove them from your Account and hold them in a separate account that does not pay interest) until we determine who has the legal right to them; and (2) pay funds from your Account as the legal papers require. If your Account is a joint Account and the legal papers relate to any one of the joint Account

owners, we may put a hold on the funds and pay them as the legal papers require without first determining how much was contributed to the Account by each joint Account owner. We may do so regardless of any presumption of ownership under the law.

If you file for bankruptcy or bankruptcy is filed against you, we may put a hold on the funds in your Account and turn them over to the bankruptcy trustee.

If we are not sure how much of an Account is affected by any legal papers or bankruptcy, or if we are aware of any dispute regarding your Account or ownership of funds in your Account, we may: (1) put a hold on the funds in your Account and require a court order telling us where to pay the funds; (2) pay the funds to the court; or (3) require you to give us a liability bond (which is similar to an insurance policy that protects TCF).

### **Setoff**

#### *Setoff and Other Deductions*

We may deduct funds from any of your Accounts and certificate of deposit accounts you have with us or any of our Affiliates (whether or not there is an early withdrawal penalty on the certificates), to pay any debt or other amounts you owe us or any of our Affiliates unless the law prohibits us from doing so. This will reduce your Available Balance.

In some instances, this is called our right of "setoff." In other instances, this is separate from, and in addition to, our right of setoff. Our rights under this section are available to us under the law as well as your Account Contract. Certain deductions are not considered "setoffs" but are nonetheless authorized under your Account Contract and are referred to as "recoupment." To the extent legally permitted, these deductions may be made from deposits due to government benefit programs (such as social security) to the same extent as other deposits.

Examples of these deductions include, but are not limited to, fees we deduct from your Account, overdrafts we deduct from deposits you make to your Account, and deductions we make for checks you deposit into your Account that are returned unpaid.

Our rights under this section apply to any debts or other amounts you owe now or may owe in the future, whether or not the debt or other amount is due at the time of the deduction. We may make these deductions even if the deduction results in an interest penalty, early withdrawal charge, dishonor of checks, or other fees to you.

If your Account or certificate of deposit account is with a partnership or is a joint Account, each partner or joint owner agrees that we may deduct all or any part of the funds in your Account or certificate of deposit account to pay a debt or other amount due us or any of our Affiliates by any of the partners or joint owners. We do not have to first determine how much of the deposit was contributed by that partner or joint owner, unless the law requires us to do so.

#### *Limitations*

Our rights under this section called "Setoff" do not apply:

- To an Account or certificate of deposit account that is an IRA or other tax-deferred or tax-free retirement account;

- To a debt created by a consumer credit transaction under a credit card plan, but this does not affect our rights under any separate security interest you agree to by contract;
- To a consumer credit transaction with us or our Affiliates if we fail to provide any required disclosure of our rights under this section; or
- When our records show to our satisfaction that you own the Account or certificate of deposit account in a representative capacity (for example, only as an attorney-in-fact, trustee, conservator, or personal representative); or
- When exercising these rights would be prohibited by law.

We may exercise our rights under this section without notifying you in advance unless the law requires otherwise. Our rights under this section are in addition to and apart from any other rights we may have under your Account Contract or any separate agreement you may have with us or any of our Affiliates. We and our Affiliates may exercise these rights in any order in our sole discretion or that of our Affiliates.

Our rights under this section survive (continue in full force and effect after) the closing of your Account or termination of your Account Contract.

### **Default and Collection Costs**

To the extent the law allows, you agree to pay all of our collection costs, actual court costs, other collection expenses, and reasonable attorneys' fees in enforcing any of the terms of your Account Contract, including the collection of any overdrafts on your Account and other amounts you owe under your Account Contract. However, you do not have to pay any amounts we pay to an Arbitrator, expert, witness, or attorney in an arbitration of a Claim as described in the section called "Arbitration of Disputes."

Our rights under this section survive (continue in full force and effect after) the closing of your Account or termination of your Account Contract.

### **Dormant/Unclaimed Accounts**

State and federal laws govern when accounts are considered "abandoned." While the definition varies from state to state, your Account may be considered abandoned if you do not make any deposits or withdrawals, or take certain other actions, within the time specified in the law.

Once your Account or any check we send you is considered abandoned, the law requires us to turn your funds over to the state (called "escheat"). We may close your Account after we escheat your funds, and if your Account pays interest, no further interest will accrue (be earned) on your Account.

We are not legally responsible to you for your funds or the amount of any check after we escheat them, and you must apply to the appropriate state agency to reclaim your funds.

### **Statements**

#### *Account Statements*

We will provide you with account statements showing activity on

your Account. You must promptly examine the statements and any Items or copies of Items we have returned with your account statement or made available to you for your review. We will, if you ask, provide you with any image copies of your checks that are in our possession.

The procedures for notifying us of errors or unauthorized transactions on your Account and your liability for such transactions are described in the section called "TCF's Liability to You – Errors and Unauthorized Transactions" or, in cases involving electronic banking transactions on a consumer account, the section called "Electronic Fund Transfers Services Agreement and Disclosures."

#### *Online Statements*

If you enroll in TCF's digital banking service, you can also enroll to receive your account statements online. If you enroll in online statements, you will no longer receive paper statements in the mail. You may also view your check images when you log into digital banking. You may change to paper statements by making the selection online. Online statements may not be available for certain account types. For more information about digital banking services and the account terms and conditions for those services, see TCF's Digital Banking Agreement available at [tcfbank.com](http://tcfbank.com).

#### *Combined Statements*

You give us permission to combine information about your Account and other products you purchased from or through us, an Affiliate, or a third-party with a business relationship with us, onto a single statement. This includes products you purchased individually or jointly with another person. You may cancel this permission by notifying us in writing (see the section called "Contacting TCF").

**Example:** If you have a joint checking account and a separate individual savings account, we may show information about both accounts on the statement we give to owners on the joint checking Account.

### **Mailings**

#### *Address and Address Changes for Account Statements and Other Communications*

We may send Account statements, notices, and other communications to you at the most recent mailing address for your Account in our records. If there is more than one owner for your Account (for example, a joint Account) we may address the statement, notice, or communication and send it to any one of the Account owners. You are responsible for notifying us of your correct mailing address and any changes in your mailing address.

If you or someone on your behalf, or someone we reasonably believe is you or someone acting on your behalf, instructs us to change your mailing address, we may act on the instruction without investigating it. We are not legally responsible to you if you did not authorize the instruction.

Unless you tell us otherwise, when you notify us of a change of address we may either: (1) change the address only for the

Accounts or relationships that you specify; or (2) change the address for some or all of your other Accounts or relationships with us and our Affiliates.

We may change your mailing address in our records if we receive an address change notification from the U.S. Postal Service, or if we receive notification from a business that provides corrected address information.

#### *Returned Mail; Unclaimed Statements Held for Pickup*

We will take the following actions, unless the law provides otherwise:

- If one or more Account statements, notices, or other communications we send you are returned as undeliverable, we may discontinue sending Account statements, notices, or other communications to you until you provide us with a new and valid mailing address.
- We may destroy Account statements, notices, check orders, and other communications that are sent to you and returned to us as undeliverable.
- We may charge you for any mail handling fees, as well as for any special fees or expenses charged by the U.S. Postal Service or other mail services to provide updated or corrected addresses or to forward returned mail.
- We may consider Account statements, notices, and other communications that are held for pickup as delivered to you at the time they are available for pickup. If we hold your Account statements, notices, or other communications for pickup and you do not claim them within 30 days, we may send them to the mailing address we have for your Account in our records or destroy them.

#### **Contacting You on Your Phone or Mobile Device**

Except as stated below, you agree that we may contact you in connection with your Account and for other purposes on your present or future: (1) residential or business landline telephone; (2) personal or business wireless telephone; or (3) other wireless device. We may contact you by placing voice telephone calls or by sending email or automated (SMS) text messages to your wireless telephone or other wireless device. You agree that we may use an automatic telephone dialing system or an artificial or prerecorded voice to make these telephone calls or send these messages to the telephone number(s) you have provided to us.

Your agreement in this section also extends to third parties that may initiate calls or send messages on our behalf, including our vendors, third-party service providers, companies with which we have joint marketing agreements, and any party to whom we sell your Account.

However, without your prior express written permission, we will not: (1) initiate telephone calls or send text messages to your wireless telephone using an automatic telephone dialing system or an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing; or (2) initiate telephone calls to your residential landline telephone using an artificial or prerecorded voice that include or introduce an advertisement or constitute telemarketing.

You may, at any time, revoke your permission to allow us

to: (1) initiate telephone calls or send text messages using an automatic telephone dialing system or an artificial or prerecorded voice to your wireless telephone; (2) initiate telephone calls using an artificial or prerecorded voice to your residential landline telephone that include or introduce an advertisement or constitute telemarketing; (3) initiate telemarketing calls to you at any phone number; or (4) send email that is primarily for advertising or promotional purposes to your wireless phone or wireless device. To revoke your permission, or to be placed on our do-not-call list for telemarketing purposes, please contact us (see the section called "**Contacting TCF**").

You will be responsible for any charges you incur for these calls and messages and understand that they may deplete any free or prepaid minutes.

#### **Monitoring and Recording**

You agree that we may monitor, record, or process any communications between you or anyone acting on your behalf and us. We may do so for quality control, fraud prevention, and other business purposes and without further notice to you.

#### **No Illegal Activity**

You agree that you will not use your Account or our online or mobile banking services for any illegal activity. This includes, but is not limited to, unlawful Internet gambling or the purchase of goods or services in violation of law. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account or put a hold on your Account and any other checking or savings accounts you have with us without notifying you in advance, unless the law requires otherwise. We reserve the right to reject all Internet gambling transactions.

#### **Foreign Financial Institutions**

We have adopted a policy that we will not establish private banking accounts for non-United States persons or correspondent accounts for foreign financial institutions. A private banking account is an account or a series of accounts that: (1) have total assets of more than \$1,000,000; (2) are set up for the benefit of one or more non-U.S. person(s); and (3) are administered by an employee or agent of the bank holding the funds. By signing the Account Contract, you state to us and agree that you are not a foreign financial institution and that you are not acting on behalf of a foreign financial institution.

If we believe that you are a non-U.S. person with a private banking account or meet the definition of a "foreign financial institution," we may close your Account without notifying you in advance, unless the law requires otherwise. We may also take any other actions we consider appropriate.

#### **Closing Your Account or Ending Service**

##### *Closing Your Account*

We have the right to close your Account or to end or temporarily stop a service related to your Account at any time without notifying you in advance, unless the law requires otherwise. We may do this for any reason.

You must notify us of your intent to close your Account by giving us written notice (see the section called "Contacting TCF") or by submitting a request at any TCF branch or by any other means we authorize from time to time.

The applicable terms of your Account Contract continue in effect after we or you close your Account.

### *Recurring Transactions*

If you have made arrangements with a third party for recurring transactions to your Account (such as monthly deposits or deductions), you must notify the third party to stop those transactions once your Account has been closed. We may receive funds or other credit transactions intended for your Account after your Account is closed. However, doing so does not mean your Account is "open." If you continue to use your Account after it is closed, or if recurring transactions to your Account continue after it is closed, we may continue to charge you account fees as provided in your Account Contract.

### *Actions After Account Closing*

After your Account is closed: (1) we will not pay further interest on the Account (if your Account pays interest); (2) we may hold any remaining funds that were in your Account until you claim the funds and we determine you are entitled to receive them, except as provided by the state law governing unclaimed property; (3) we may, but are not required to, return any deposits we receive by ACH to the sender; and (4) you agree that you will not attempt to make any further deposits or authorize any further Debits to your Account. Even if your Account is closed, you are still legally responsible to us for any overdrafts and fees you owe us.

We do not have to pay any Item submitted to us for payment from your Account after it is closed, even if: (1) we receive or accept deposits intended for your Account after the Account is closed; or (2) we are otherwise holding enough Available Funds from your Account (before it was closed) to pay the Item.

If an Item is submitted to us for payment after your Account is closed, and we pay the Item, you are legally responsible to us for the amount of the Item just as you would be if your Account had not been closed.

### **Notice and Cure**

In this section, the term "Claim" has the meaning defined in the section called "Arbitration of Disputes" below. The term "Claim Notice" means written notice of a Claim.

Before you may initiate a lawsuit or arbitration against us regarding a Claim, you must give us: (1) a Claim Notice; and (2) a reasonable opportunity to resolve the Claim. Likewise, before we may initiate a lawsuit or arbitration against you regarding a Claim, we must give you a Claim Notice and a reasonable opportunity to resolve the Claim. In this section, "reasonable opportunity" means at least 15 days. Neither you nor we may give a Claim Notice on behalf of others.

We will send any Claim Notice to you to the most recent mailing address for your Account in our records. If there is more than one owner for your Account, we may address the notice and

send the notice to any one of the Account owners. You must send any Claim Notice to us by mail addressed to:

TCF Bank  
Attn: Legal Department  
Mail Code: EX0-01-A  
1405 Xenium Lane North  
Plymouth, MN 55441

If we give you notice of a different address to use for notice purposes, you must send any Claim Notice to us at that different address. Any Claim Notice you send to us must include your account number and telephone number where you can be reached.

A Claim Notice must explain the nature of the Claim and the relief demanded. If you give us a Claim Notice, you must reasonably cooperate in providing any information about the Claim that we reasonably request. Likewise, if we give you a Claim Notice, we will reasonably cooperate in providing any information about the Claim that you reasonably request.

### **Arbitration of Disputes**

The number one priority for TCF is maintaining a good relationship with our customers. If you encounter a problem with any TCF product or service, we encourage you to contact us immediately. In most cases, a call to TCF or discussing the problem with one of our trained branch employees will quickly resolve the problem.

If we are not able to resolve the problem, any Claim you may have relating to your Account will be resolved using the procedure described in the section called "Notice and Cure" and this section called "Arbitration of Disputes."

**If you do not want this Arbitration Agreement to apply, you have the right to reject it under the section called "Right to Reject," below.**

### *Definitions*

The following definitions apply for purposes of this section called "Arbitration of Disputes."

**"Arbitration Agreement"** means this section called "Arbitration of Disputes."

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

**"Claim"** should be construed broadly. Except as limited in this Arbitration Agreement (see below in this section and the section called "Arbitration Election Process"), "Claim" means any claim, dispute, or controversy between you and TCF that arises from or relates to:

- Your Account Contract with TCF, and any other documents you signed or we provided to you in connection with your Account;
- The application for your Account (if any);
- The events leading up to your becoming an Account holder, including (but not limited to) any disclosures, advertisements, promotions, or oral or written statements made by TCF;

- Previous dealings between you and TCF in connection with your Account Contract, any previous version of your Account Contract, or any previous agreement similar to your Account Contract involving a checking or savings account with TCF;
- Future dealings between you and TCF in connection with your Account Contract, any future version of your Account Contract, or any future agreement similar to your Account Contract involving a checking or savings account with TCF;
- Any product or service provided by us or third parties in connection with your Account, including (but not limited to) online or mobile banking services, data processing companies, consumer reporting agencies/credit bureaus, service bureaus, and collection agencies;
- Your Account and all items and transactions related to your Account; and
- Any transactions conducted by a TCF Account holder using TCF services, including (but not limited to) ATM transactions using a non-TCF card at an ATM owned or operated by TCF.

Despite the foregoing, the term “Claim” does not include any claim, dispute, or controversy over the validity or enforceability of this Arbitration Agreement or any part of it, including (but not limited to): (1) the Class Action and Consolidation Waiver; (2) the last sentence in the section called “Severability”; or (3) this paragraph. All such claims, disputes, and controversies are for a court and not an arbitrator to decide.

However, any claim, dispute, or controversy over the validity or enforceability of your Account Contract as a whole is for the arbitrator, and not a court, to decide.

Claims may be based on:

- Contract law;
- Tort law (a “tort” is an injury or wrong, not based on contract law, for which the law provides a legal remedy, such as personal injury, negligence, misrepresentation, or fraud);
- Equity;
- Previous court decisions on a subject, known as “case law” or “common law”;
- Federal or state constitution, statute, regulation, rule, or municipal ordinance; or
- Any other theory.

“**Class Action and Consolidation Waiver**” is the waiver provided for in the section called “Class Action and Consolidation Waiver.”

“**We,**” “**us,**” “**our,**” and “**TCF**” mean:

- TCF National Bank and its predecessors and successors;
- TCF Financial Corporation, and its predecessors and successors;
- All companies owned or controlled directly or indirectly by TCF Financial Corporation;
- Any bank, financial institution or other company to which TCF National Bank transfers its rights under your Account Contract;
- Any third party that provides goods or services in connection

with your Account if the third party is included in a Claim by you against us. A third party could include, for example, consumer reporting agencies/credit bureaus, service bureaus, insurance companies, collection agencies, or parties providing other services in connection with your Account; and

- All of the directors, officers, managers, and employees of any of these companies.

“**You**” and “**your**” mean each Account owner and all Account owners.

### *Binding Arbitration*

Arbitration is a method of resolving disputes in front of one or more Arbitrators instead of having a trial in court in front of a judge or jury. This Arbitration Agreement governs when and how any disputes between you and TCF will be arbitrated – instead of decided in court – even if one party (you or TCF) initially chooses to bring the case in court.

Binding arbitration means that you and TCF must follow the arbitration process and rules and must do whatever the Arbitrator decides. That process will result in an award by the Arbitrator resolving the Claim.

However, a Claim cannot be arbitrated after the statute of limitations for the Claim has expired. The “statute of limitations” is the time period allowed by law for initiating a lawsuit or other court action.”

This Arbitration Agreement also covers requests for orders requiring you or TCF to take or not take certain actions. These are sometimes referred to as “injunctive relief” or “equitable relief.” The Arbitration Agreement also covers requests for declaratory relief.

The Arbitrator may award injunctive, equitable and declaratory relief if permitted by applicable substantive law. However, the Arbitrator may do so: (1) only in favor of the individual party seeking relief; and (2) only to the extent necessary to provide relief warranted by that party’s individual Claim.

### *Right to Appeal Arbitrator’s Award*

You or TCF may appeal an Arbitrator’s award to a panel of three Arbitrators if the Claim results or may result in: (1) an award exceeding \$100,000; or (2) equitable relief costing a party more than \$100,000. The panel will reconsider anew any aspect of the award requested by the appealing party. The decision of the panel must be made by at least a majority of its members.

The Arbitrator’s award will be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount in controversy exceeds \$50,000, you or TCF can, within 14 days after the entry of the Arbitrator’s award, appeal the award to a three-arbitrator panel administered by the Administrator. The panel will consider anew any aspect of the initial award requested by the appealing party. The appeal will be governed by the rules of the arbitration organization. If the arbitration organization has no rules that govern appeals, the appeal will be governed by the JAMS Optional Appeal Procedure. The decision of the arbitration panel will be by majority vote. Reference in this Arbitration Agreement to

“the Arbitrator” will mean the panel if you or TCF appeals the Arbitrator’s decision. The costs of the appeal will be paid by the parties according to the section below called “Arbitration Costs.” Any final decision of the appeal panel is subject to court review only as provided under the Federal Arbitration Act.

#### *Arbitration Election Process*

You or TCF may choose to settle any Claim by binding arbitration under this Arbitration Agreement unless the law provides otherwise. A party may do so by giving written notice demanding arbitration to the other party. The notice may, but does not have to, consist of a pleading filed in court demanding arbitration.

If you or TCF files a court action concerning a Claim, doing so does not waive your right or our right to arbitrate any other Claim. For example, if we started an action against you in court (and you did not request arbitration), that action and any defenses you raise would be heard by the court. If you filed a counterclaim against us in that action and the counterclaim was covered by this Arbitration Agreement, we or you could demand arbitration of the counterclaim.

Despite the broad definition of a “Claim” set forth above, you and TCF do not have to arbitrate the following (except as stated below in this section):

- Your use or our use of any self-help or non-judicial remedy. “Self-help” and “non-judicial” remedies are actions you or we can take that do not involve court action. An example of this includes setoff rights in your Account.

You and we also do not have to arbitrate any individual court action by a party that: (1) is limited to preventing the other party from using a self-help or non-judicial remedy; and (2) does not involve a request for damages or monetary relief of any kind;

(However, we will not exercise any right of setoff to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and until any timely appeal of judgment is completed.)

- Any individual action you bring in a small claims court or your state’s equivalent court, unless the action is transferred, removed, or appealed to a different court; or
- Legal proceedings to pay funds in your Account to the court as described in the section called “Legal Process and Bankruptcy” to resolve a dispute over ownership of the funds.

#### *Selection of Arbitration Organization*

The party initiating an arbitration proceeding will have the right to select one of the following arbitration organizations:

American Arbitration Association  
13455 Noel Road, Suite 1750  
Dallas, TX 75240-6636  
1-800-426-8792  
www.adr.org

JAMS  
71 South Wacker Drive, Suite 3090  
Chicago, IL 60606  
1-800-352-5267  
www.jamsadr.com

National Arbitration and Mediation (NAM)  
990 Steward Avenue, 1st Floor  
Garden City, NY 11530  
1-800-358-2550  
www.namadr.com

If none of the arbitration organizations listed above are able and willing to conduct the arbitration under the terms of this Arbitration Agreement, then you and we will attempt to agree upon another arbitration organization. If you and we cannot agree, either of us may apply to the court to appoint one under Section 5 of the Federal Arbitration Act.

Any arbitration organization the parties agree to, or that is appointed by the court under this section: (1) may be an individual arbitrator, a corporation, or other legal entity; (2) must be neutral; (3) must have extensive relevant experience in performing arbitrations; and (4) may not assess fees that are commercially unreasonable.

If a party (you or TCF) files a lawsuit in court asserting a Claim that is covered by this arbitration agreement, and the other party files a motion to compel arbitration with the court that is granted, it will be the responsibility of the party asserting the Claim to start an arbitration proceeding.

#### *Arbitration Rules*

Arbitration will be conducted under the rules that the arbitration organization you or we select uses when the arbitration is filed. These rules are sometimes called the “code of procedure.”

The arbitration organization must apply the following procedure when selecting an arbitrator in those cases when a single arbitrator will be used. First, the arbitration organization must send to the parties (you and us) an identical list with the names of at least three proposed arbitrators. Within 14 days after receiving the list, each party may:

1. Advise the arbitration organization that all of the names are acceptable; or
2. Strike one of the names if the list contains three proposed arbitrators, and then number the remaining names in order of preference; or
3. Strike two of the names if the list contains more than three proposed arbitrators, and then number the remaining names in order of preference.

The arbitration organization must then select the arbitrator from among the names not struck and, when possible, based on the order of preference the parties have indicated. If a party does not return the list within the time specified, all proposed arbitrators on the list will be considered acceptable to that party. The procedure in this section does not waive a party’s right to object to the selected arbitrator under the arbitration organization’s rules.

You may contact the arbitration organization directly if you:

1. Have any questions about arbitration that the arbitration organization conducts;
2. Want a copy of the arbitration organization's rules and forms; or
3. Want to file a Claim.

You may do so at the address, phone number, or website shown in the section called "Selection of Arbitration Organization."

If there is a conflict between the arbitration organization's rules and this Arbitration Agreement, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and other terms of your Account Contract, this Arbitration Agreement controls. If there is a conflict between this Arbitration Agreement and the substantive law that applies, the substantive law controls.

An arbitration organization is disqualified if it has a formal or informal rule or policy that is not consistent with and claims to override the terms of the Class Action and Consolidation Waiver. If it is disqualified, the arbitration organization may not conduct the arbitration unless you and we agree. If you and we do not agree, then a different arbitration organization must be selected.

#### *Location of Arbitration*

Any arbitration hearing you attend will take place at a location that is reasonably convenient to where you reside.

#### *Arbitration Costs*

At your written request, we will pay all filing, hearing, and other fees the arbitration organization charges you for any Claim you assert in arbitration after you have paid an equivalent amount (if any) for filing the Claim in state or federal court. If you have already paid a fee for filing the Claim in court, you will not have to pay that amount again.

We will also pay all fees the arbitration organization charges: (1) if, and to the extent, applicable law requires; or (2) if, and to the extent, required for us to enforce this Arbitration Agreement.

Each party must pay for its own attorneys, experts, and witnesses used in the arbitration. However, we will pay your reasonable costs for attorneys, experts, and witnesses if: (1) the arbitration results in an award in your favor; (2) the arbitration rules require us to pay these costs; (3) the law requires us to pay these costs; or (4) the law requires us to pay these costs in order to enforce this Arbitration Agreement.

We will also pay any fees you incur for applying to the court to appoint an arbitration organization under the section called "Selection of Arbitration Organization" if you are required to file a separate lawsuit to obtain such an appointment.

Under no circumstances will we seek or accept reimbursement from you of amounts we pay to the arbitration organization, the Arbitrator, or to attorneys, experts, or witnesses. Despite anything to the contrary in this Arbitration Agreement, we will, under all circumstances, pay: (1) any fees or expenses the law requires us to pay; and (2) any fees and expenses we must bear for this Arbitration Agreement to be enforced.

#### *Law and Findings*

This Arbitration Agreement is made in connection with a transaction involving interstate commerce and will be governed by the Federal Arbitration Act. This Arbitration Agreement will not be governed by federal or state rules of civil procedure or evidence, or any other state laws that pertain specifically to arbitration.

The Arbitrator must apply the substantive law that applies to the Claim, consistent with the Federal Arbitration Act. This includes any applicable statute of limitations and claims of privilege. The "substantive law" is the law that a court would apply to decide the final outcome of a dispute. A "statute of limitations" is the time period the law allows for initiating a lawsuit or other court action.

The Arbitrator is also authorized and given the power to award all remedies permitted by the substantive law that would apply if the action were brought in court. This authorization and power is limited by any constitutional limits that would apply in court. At your request or our request, the Arbitrator will provide written and reasoned findings of fact and conclusions of law. "Findings of fact" are a determination of what happened. "Conclusions of law" are the legal consequences from the facts.

#### *Post Arbitration Actions*

You or we may apply to a court to enter a judgment based on the decision of the Arbitrator. A right of appeal exists to the extent permitted in the Federal Arbitration Act.

#### *Class Action and Consolidation Waiver*

**If you or we choose to arbitrate a Claim, you and we waive (give up) the right to have any Claim arbitrated or litigated as a class action or a private attorney general action.**

**Arbitration under this Arbitration Agreement is limited to your or our individual Claims only. Regardless of any other provision of this Arbitration Agreement, if you or we elect to arbitrate a Claim, neither you nor we have the right to:**

- **Participate in a class action in a court or in arbitration, either as a class representative or a class member;**
- **Act as a private attorney general in court or in arbitration;**
- **Join or consolidate Claims with claims of any other person; or**
- **Obtain any relief that applies to any person or entity other than you or us individually.**

**The Arbitrator will be authorized and empowered to conduct only an individual (non-class) arbitration.**

In this section, a "class action" is where a person brings a legal proceeding on behalf of a group of people, called "class members," who have similar claims. The person bringing the action is the "class representative." A "private attorney general action" is where a person brings a legal proceeding to enforce a law that the attorney general of the state has the authority to enforce.

**The Class Action and Consolidation Waiver does not**



**apply to any lawsuit filed against TCF in court by a state or federal government agency. This means that TCF will not have the right to compel arbitration of any Claim brought by such an agency.**

### *Changes*

Regardless of any contrary term of your Account Contract, any changes to this section called "Arbitration of Disputes" (including any additions, modifications, or deletions to this section), or the termination of this section, do not apply to a Claim if we have received written notice of the Claim on or before the effective date of the change or termination.

### *Survival*

This Arbitration Agreement will survive ("survive" means to continue in full force and effect after):

1. Any modification, extension, or forbearance of your Account Contract. A "forbearance" is when we do not strictly enforce the terms of the Account Contract;
2. The closing of your Account or termination of your Account Contract;
3. Any legal proceeding by TCF to collect a debt you owe; and
4. Your bankruptcy (except where prohibited by bankruptcy law).

### *Severability*

If any part of this Arbitration Agreement (other than the Class Action and Consolidation Waiver) cannot be enforced, the rest of this Arbitration Agreement will continue to apply. If: (1) the Class Action and Consolidation Waiver is determined to be invalid or unenforceable in a proceeding; (2) you and we are both involved in the proceeding; and (3) the determination is upheld on appeal (if we appeal), then this entire Arbitration Agreement (except for this sentence) will be null and void with respect to that proceeding only.

### *Right to Reject*

If you do not want this Arbitration Agreement to apply, you can reject it by mailing a written rejection notice to us at:

TCF Bank  
Attn: Arbitration Rejection  
Mail Code EX0-01-A  
1405 Xenium Lane North  
Plymouth, MN 55441

The written rejection notice must: (1) describe your Account in enough detail for us to identify this Arbitration Agreement; and (2) tell us that you are rejecting it. We must receive the rejection notice within 30 days after the date of your Account Agreement. All Account owners must sign a rejection notice for it to be effective.

If you reject this Arbitration Agreement, that will not affect any other provision of your Account Contract or the status of your Account. If you do not reject this Arbitration Agreement, it will be effective as of the date you opened your Account. You may not

reject it later.

Rejecting this Arbitration Agreement has no effect on any previous or future arbitration agreements you have with us.

If you want proof that we received your rejection notice before the deadline, you should send the notice to the address shown above by: (1) certified mail, return receipt requested; or (2) a courier that provides written proof of delivery. At your written request, we will reimburse you for the mailing or delivery costs.

### **Service of Process**

If a dispute arises and you file a lawsuit against us, you must make service of process on us at the following address:

TCF Bank  
Attn: Legal Department  
Mail Code EX0-01-A  
1405 Xenium Lane North  
Plymouth, MN 55441

We do not intend for this section to override in any way the section called "Arbitration of Disputes."

### **TCF's Liability to You**

#### *TCF Not Liable In Certain Instances*

We are responsible for processing your Items and carrying out other transactions concerning your Account using customary banking practices, including but not limited to the following:

- Using automated processing of certain Items under a certain dollar amount determined by us from time to time. We will not visually inspect individual checks under these dollar amounts. Regardless of amount, we do not have to verify your signature or the endorsements (signatures on the back) for any check or other Item.
- Using automated screening of Items that may result in initial acceptance and processing, and then later rejection, of Items not meeting our specifications.

You agree that if you, we, or both of us make an error on your Account, we may correct the error without notifying you beforehand. Ordinarily, the correction will appear on your account statement if the error and the correction took place on different days.

You agree, to the extent the law allows, that we are not legally responsible to you for:

- Any losses that result from our use of customary banking practices or actions we take that are permitted under your Account Contract;
- Any other losses provided we have acted in good faith and with ordinary care;
- The actions or inactions of another financial institution or any person not under our control; or
- Any indirect, incidental, special, consequential or punitive damages for any errors or mistakes we make in good faith: (1) no matter what the legal theory; and (2) whether the consequences are foreseeable or not.

### Errors and Unauthorized Transactions

Errors may occur with deposits, withdrawals and other transactions affecting your Account, such as transactions at a TCF branch or in connection with your use of an ATM or coin counting machine. We will correct any errors we discover during our account reconciliation processes that adversely affect your Account. However, we cannot assure you that we will discover all errors, or if we do discover an error, that we will be able to identify the affected account(s). You are responsible for promptly reviewing your account statements and receipts and notifying us of any errors.

The procedures for notifying us of errors or unauthorized transactions involving electronic banking transactions on a consumer account, and your liability for those transactions, are described in the section called "Electronic Fund Transfers Services Agreement and Disclosures."

For other types of transactions, you must notify us of any errors, unauthorized transactions, or other problems affecting your Account no later than 30 days after we sent you the FIRST statement on which the suspected error, unauthorized transaction or other problem appeared. Unless we receive notice from you within the 30 day period, we are not legally responsible to you for the error, unauthorized transaction, or problem (except as stated below in this section). To notify us, see the section called "Contacting TCF."

We will investigate any transactions affecting your Account that you claim are in error or unauthorized. In connection with any such claim, and unless the federal Electronic Fund Transfer Act or other law requires otherwise, you agree to do the following within 30 days of our request: (1) give us a written affidavit (statement) under oath describing your claim, on a form we approve; (2) fully cooperate with us in our investigation of the claim; (3) file a police report, if we request and the claim involves an unauthorized transaction; and (4) give us in writing any other information we request on forms we approve.

If we pay or agree to pay you for any loss because of an error or unauthorized transaction on your Account: (1) you assign to us any rights you may have against another person who may be legally responsible for the loss (right of subrogation), and you agree to fully cooperate with us in attempting to collect the loss from that other person; (2) you agree that we are not legally responsible to you for anything further related to the error or unauthorized transaction; and (3) you agree to sign any document confirming (1) and (2) that we request. We may withhold or reverse any payment we make to you under this section if you fail to comply with any of your agreements under this section.

### Indemnification

The following definitions apply for the purposes of this section called "Indemnification."

"**Liabilities**" means: (1) claims someone makes against TCF to pay money or take certain actions; (2) awards made against TCF by a court or arbitrator to pay money or take certain actions; and (3) expenses TCF incurs for defending against (1) or (2), including TCF's reasonable attorney fees.

"**Defend**" means to hire a lawyer, or pay the costs to hire a

lawyer, to defend TCF in a lawsuit, arbitration, or other legal proceeding.

"**Indemnify**" means to reimburse another for a loss.

"**Hold Harmless**" means to release another from any responsibility for damage or other liability.

"**TCF**" means TCF as well as TCF's officers, directors, employees, agents, Affiliates, attorneys, and its successor and assigns.

You agree to Defend, Indemnify, and Hold Harmless TCF against any and all Liabilities TCF incurs as a direct or indirect result of:

- Your failure to fulfill any of your promises under your Account Contract or if any of your warranties or statements in your Account Contract are untrue;
- Our refusal to act on the instructions of an "authorized person" without further written assurances, acceptable to us, of that person's authority;
- Our agreement to: (1) stop payment on a check or to not pay a check before the date written on it; (2) stop payment on a certified check, official bank check, cashier's check, or teller's check; or (3) stop payment on any other item; and
- Any other actions we take, reasonably and in good faith, that you authorize us to take under your Account Contract.

This section (except this sentence) will not apply to matters that are the result only of our own gross negligence, willful misconduct, or bad faith.

This section will survive (continue in full force and effect after): (1) any modification, extension, or forbearance of your Account Contract (a forbearance happens when we do not strictly enforce the terms of the Account Contract); (2) the closing of your Account; and (3) the expiration or termination of your Account Contract for any reason.

Despite this section, you will never be required to pay any attorney fees, costs or expenses TCF incurs in connection with an arbitration under the section called "Arbitration of Disputes." In the event of a conflict between the two sections, the "Arbitration of Dispute" section controls.

### No Waiver

Your Account Contract gives us certain rights and requires us to do certain things. If we do not take advantage of all of our rights all the time, we do not give up (waive) any of those rights. No waiver of our rights under your Account Contract is enforceable against us unless it is in writing and signed by us.

### Severability

Each of the terms and conditions in your Account Contract stand alone. Except where your Account Contract states otherwise, any term or condition that is unenforceable or invalid does not affect the enforceability or validity of the other terms and conditions of your Account Contract.

**Captions and Headings**

Captions, headings, and subheadings used in this Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of your Account Contract.

**Governing Law**

TCF is a national bank with its main office in South Dakota. Therefore, you and we agree that your Account Contract and all disputes relating in any way to your Account or your Account Contract will be governed by: (1) federal law (including the National Bank Act and regulations adopted by the Comptroller of Currency); and (2) to the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of South Dakota.

**ADDITIONAL TERMS FOR ALL MONEY MARKET AND SAVINGS ACCOUNTS****Limits on Withdrawals and Transfer Requests**

By federal regulation, you may not make more than six transfers or withdrawals (or a combination of transfers or withdrawals) from a savings account or Money Market Account in a month or monthly statement period:

- To another account you have with TCF or to a third party by pre-authorized or automatic transfer;
- By telephone, fax or by using our digital banking service;
- By check or draft (if you can write checks or drafts against your Account);
- By Debit Card Transaction (if we have issued a Card for your Account); or
- By similar order by you and payable to third parties.

If your Account is a Money Market Account, or a savings account that is on a combined account statement with a checking account, the above limits are based on a calendar month. Otherwise, the limits are based on a monthly statement period. These limits do not apply to checking accounts.

These transactions are not available for certificate of deposit accounts.

If you go over these limits, we may: (1) change your type of Account; (2) close your Account; or (3) end your right to transfer or withdraw funds from your Account by telephone or digital banking request, automatic transfer/withdrawal, or pre-authorized withdrawal. In the case of Accounts that you can write checks against, we may also end your right to transfer or withdraw funds by check, draft, or debit card or similar order made by you and payable to third parties. We may also refuse to allow withdrawals or transfers that go over these limits and may charge you a fee for requesting those withdrawals or transfers.

We do not limit the number of transfers or withdrawals from your Account: (1) to other TCF Accounts you own (if not by pre-authorized or automatic transfer); (2) for purposes of repaying loans you have with TCF and related expenses; (3) if made

by mail, messenger, at an ATM, or in person; or (4) if made by telephone (via a check TCF sends to you).

**ADDITIONAL TERMS FOR CHECKING AND MONEY MARKET ACCOUNTS**

This section called "Additional Terms for All Accounts with Check Access" applies if your Account is an account you can write checks against.

**Master Accounts and Subaccounts**

For purposes of this section called "Master Accounts and Subaccounts," a "checking account" is an account that does not have any limit on the number of checks or other Items that can be submitted for payment against the account in a month. For checking accounts (including checking accounts that pay interest and those that do not), we may establish on your behalf a master account and two subaccounts. All information we provide to you about your Account will be at the master account level. The subaccounts consist of a "transaction account" and a "non-transaction account." "Transaction account" and "non-transaction account" refer to the way we classify these accounts in its records for purposes of federal regulations.

On the first day of each month, we will allocate funds between the two subaccounts as we consider appropriate. When we receive Items for payment from your master account, we will charge those Items against the transaction subaccount. We will then transfer funds from the non-transaction subaccount to the transaction subaccount as necessary to cover the Items. On the sixth transfer from the non-transaction subaccount during a month, we will transfer all remaining funds on deposit in the non-transaction subaccount to the transaction subaccount.

If your checking Account earns interest, the use of subaccounts will not affect the interest you earn. Nothing in this section requires us to pay any Item that exceeds your Available Balance.

**Paying Checks Written Against Your Account**

We may, but do not have to, refuse to pay any check you write against your Account if you do not fill in all the blanks on the check correctly and clearly.

**Missing Signatures, Forgeries, and Alterations**

We are not responsible for reviewing the number or combination of signatures on any check written against your Account. You may not specify that you require more than one signature for checks written against your Account, but if you do, we are not legally responsible to you if a check has fewer than the number of signatures you required as long as the check has at least one of the required signatures. We are not legally responsible to you for failing to detect a forgery of your signature or any other signature on, or an alteration (unauthorized change) of, any check, if the forgery or alteration is not apparent from the face of the check.

### **Copies of Checks**

Instead of returning your original cancelled (paid) checks with your Account statements, we will show the check number, amount, and date of payment for each check on your account statement. We also may, but do not have to, give you a copy of the front and back of your cancelled checks with your account statements, or make them available on our digital banking site if you enroll in our digital banking service. In some limited circumstances, we may show a check as being paid and then later return it unpaid. In those cases, we will show the check as “returned” in the same or later account statement.

We will keep copies of the front and back of checks presented for payment against your Account for seven years after the date we post the check to your Account. As soon as we copy a check, we may destroy the original. You may ask for a copy of a check from us at any time within the seven year period by giving us enough information to identify the check.

We copy the front and back of checks using microfilm, check imaging, or other means. You agree that check copies we give you or make available to you, and the description of the check number, amount, and date of payment appearing on your account statement, are enough for you to determine if unauthorized signatures, forgeries, or alterations have happened.

### **Dates on Checks and Special Instructions**

We may pay any check on a date before the date written on the check, unless you ask that we not pay the check before the date written on it (see the section called “Stop Payment Orders and Postdated Checks”). We also may, but do not have to, pay any check more than six months old. We may pay any check regardless of restrictions printed on it (such as “not payable more than 10 days after date of check,” or “not valid if over \$5,000”) unless we have agreed in writing to honor the restrictions.

We are not legally responsible to you if we pay any check contrary to the restrictions printed on it, even if payment results in an overdraft or other items not being paid.

### **Stop Payment Orders and Postdated Checks**

You may ask that we: (1) stop payment on a check you have written against your Account, unless we have already paid or certified the check; or (2) not pay a check before the date written on the check (called “postdated checks”), unless we have already paid the check. We must receive any request you make under the previous sentence in a manner and at a time that gives us reasonable opportunity to act on it. The following additional terms apply to these requests:

- Your request may be in writing, in person, by telephone, or by any other means we establish from time to time. If your request is oral, we reserve the right to require that you confirm the request in writing or using an electronic method acceptable to us within 14 days after the request.
- If you ask us to stop payment on a check, we will keep the request in effect for six months after the date of the original request. After that, the request will expire unless you renew it. You may renew a stop payment request for additional six

month periods. We do not have to honor a stop payment request after it has expired.

- If you ask us to not pay a check before the date written on it, we will keep the request in effect until the date written on the check.
- For all requests under this section, you must give us your name, your Account number, the check number, the exact amount of the check, the date of the check, and any other information we request.

If you ask us to stop payment on a check or to not pay a check before the date written on it, and we pay the check anyway, we do not have to put the money back in your Account and are not legally responsible to you unless: (1) your request meets all the requirements of this section; (2) you show to our reasonable satisfaction that you were not legally responsible for payment of the check and were not otherwise required to pay the payee; and (3) you show to our reasonable satisfaction that you did not benefit from our payment of the check. We also do not have to put the money back in your Account if we are not legally responsible for paying the check under applicable law or required to pay the check under applicable law.

When you stop payment of a check, you may still be legally responsible to the payee, and the payee may still have the right to collect on the check or the underlying transaction.

We do not have to honor your request to stop payment on a certified check, official bank check, cashier’s check, or teller’s check, except as required by applicable law if they are lost or stolen. If we agree to such a request (and where permitted by applicable law), we may require you to give us security, such as a bond or other collateral, to protect us from loss for honoring your request. Contact us immediately if one of these kinds of checks is lost, destroyed, or stolen.

To stop payment on recurring electronic withdrawals, see the section called “How You Can Stop the Payment of a Pre-Authorized EFT Transaction”.

### **Check Certification**

We may, but do not have to, certify your checks at your request or the request of another person. By certifying a check, we agree that money is available to pay the check. If we certify your check, we will reduce your Available Balance by the check amount.

### **Limitations on Paying Checks**

When you write a check against your Account and the check is presented to us for payment by another bank, we generally do not review the endorsements (signatures on the back) because we have rights against the other bank and others if the endorsements are missing, unauthorized, or forged.

When you write a check against your Account and the check is presented to us for payment over-the-counter (in person), we may require identification that is reasonably acceptable to us before paying the check, including a fingerprint of the person presenting the check. We may charge the person cashing the check a fee for doing so.

You agree that we may refuse to cash the check if: (1) the

person attempting to cash the check does not provide the identification we require or refuses to pay our check cashing fee; or (2) we have reason to believe, or we have any other suspicion, that the person attempting to cash the check is not entitled to the funds or that there is some other problem with the check.

We may limit the locations where we will cash checks you write on your Account payable to persons who do not have an account with us. We may change these locations from time to time without giving you notice of the change. You can find out these locations by contacting any TCF branch. A request that we cash the check at any other location is not a proper presentation of the check. Payees may deposit the checks you give them into their own account(s) with TCF or another bank in order to receive payment.

## **ADDITIONAL TERMS FOR CERTAIN TYPES OF PERSONAL ACCOUNT OWNERSHIP**

### **Individual Accounts**

If you open an individual Account (individual ownership), you are the only person who has an ownership interest in the Account.

### **Joint Tenancy Accounts**

If you are a natural person (as opposed, for example, to a corporation or partnership) and open an account in "joint tenancy," more than one person has an ownership interest in the Account (each owner is called a "joint tenant"). You agree that all deposits to the Account are owned by all the joint tenants. You also agree that we may accept deposits, withdrawal requests, or other instructions (such as an instruction to change the Account ownership) from any one of the joint tenants without permission from the other joint tenants.

If one of the joint tenants dies, the surviving joint tenants own the Account. This is called the "right of survivorship." If there are two or more surviving joint tenants, the survivors continue to own the Account as "joint tenants with rights of survivorship."

All of you (the joint tenants), and each of you individually, are responsible for all transactions on the Account, no matter who completes the transaction. All of you, and each of you individually, are therefore responsible for any overdrafts in the Account, even if you did not create the overdraft yourself or benefit from the overdraft.

### **Tenants-In-Common Accounts**

If you open an Account in "tenants-in-common" ownership, you own a share of the funds in the Account separately from the other owners. Your share is equal to the shares of each other owner. We require all owners' signatures for withdrawals or other instructions related to the Account. A tenants-in-common account is sometimes referred to as a "joint tenancy without rights of survivorship" account.

### **Payable on Death Accounts**

If you open an Account in "payable on death" ownership

(sometimes called a "Totten trust"), naming yourself as trustee for the benefit of a named beneficiary or beneficiaries, only you, as trustee, can make deposits to the Account or withdrawals from the Account.

If you are the only living trustee and you die, we will pay the Account balance in equal amounts to the beneficiaries named in your Account Agreement who are living at the time of your death.

If there is more than one trustee (where permitted), the trustees hold the Account as "joint tenants with the rights of survivorship" and the terms pertaining to joint tenancy accounts apply to them. When the last trustee dies, we pay the Account balance in equal amounts to the beneficiaries named in your Account Agreement who are living at the time of the last trustee's death. If all beneficiaries die before the trustees, the Account is no longer a "payable on death" account.

We may require proof, acceptable to us, of the Account owner's death and the beneficiary's identity before paying any part of the Account balance to any beneficiary.

We do not provide tax advice. You should consult with your tax advisor concerning the appropriateness of these accounts for your own situation.

### **Fiduciary Accounts**

If you open an Account in "fiduciary" ownership, you hold the funds in the Account for someone else's benefit. A fiduciary can include an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary. You agree that we serve only as a depository for the funds, and that we are not responsible for making sure you fulfill your duties as a fiduciary.

### **Trust Accounts**

If you open an Account as a trust account, the Account will be governed by a written trust agreement, which will designate one or more trustees and one or more successor trustees. Only the named trustees or successor trustees may conduct transactions on the Account, and they may do so only according to the terms of the trust agreement and applicable law.

The trustees are responsible for complying with the trust agreement and applicable law, and we are not responsible for making sure the trustees comply with the trust agreement or applicable law.

### **Uniform Transfers to Minors Act and Uniform Gifts to Minors Act Accounts**

In this section and your Account Agreement, "UTMA" means the Uniform Transfers to Minors Act. "UGMA" means the Uniform Gifts to Minors Act.

If you open an Account as "custodian" for a minor under a state's UTMA or UGMA (the "Act"), you, as custodian, control the funds on the minor's behalf. We will therefore accept withdrawal requests and other instructions for the Account only from you as custodian. We may, however, disclose information about the Account to the minor or to the minor's representative. If you cease to be the custodian for any reason (such as your

resignation, legal incompetency, or death), the successor custodian named in the Account Agreement (if any) will become the custodian.

You are responsible for complying with the Act's requirements, and we are not responsible for making sure you comply with the Act. We do not have to monitor or investigate your use of funds in the Account, or determine whether your use of the funds is for the minor's benefit.

You agree to keep us informed of the minor's current address. We may, but are not required to, turn over the Account balance to the minor when the minor reaches the age of majority under the Act.

The Act for the state where you live (primary residence) when you open your Account as shown in our account records for your Account will apply (if not preempted by federal law) unless your Account Agreement specifies a different state.

### **Community Property Accounts**

If your Account is a community property account, the Account owners are spouses and each has an equal and undivided interest in the Account during their lifetimes. As with a joint tenancy account, you agree that we may accept deposits, withdrawal requests, or other instructions from any one of the owners without permission from the other owners. When one spouse dies, ownership does not automatically pass to the surviving spouse. Instead, the deceased spouse can pass his or her interest by will.

Community property accounts are available only in community property states, and only if we agree in writing to establish your Account as a community property account. You should ask your own legal advisor if your Account will be treated as a community property account.

### **Marital Property Accounts (Only in Wisconsin)**

If your Account is a marital property account, the Account owners are spouses and each has an equal and undivided interest in the Account during their lifetimes. As with a joint tenancy account, you agree that we may accept deposits, withdrawal requests, or other instructions from any one of the owners without permission from the other owners. When one spouse dies, 50% of the funds belong to the surviving spouse and 50% of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the payable-on-death beneficiary.

Marital property accounts are available only in Wisconsin and only if we agree in writing to establish your Account as a marital property account.

### **Campus Card Checking Accounts (Where Offered)**

We have agreements with some colleges and universities to offer accounts we call "Campus Card Checking Accounts." We pay fees and other considerations to the schools under these agreements. If you have a Campus Card Checking Account, you agree that the school may release to us certain directory information regarding your status with the school as we may require to open and maintain your Account.

Campus Card Checking Accounts are only available to students, faculty, staff members, and in some cases alumni of those colleges or universities who have entered into agreements with us to offer this account type. We reserve the right to change your account type from a Campus Card Checking Account to another account type consistent with the terms of our agreement with your school (and therefore change the services we provide you and the fees we charge).

## FUNDS AVAILABILITY SCHEDULE AND DISCLOSURES

This section describes when deposits you make will be available for withdrawal. It contains disclosures required under the federal Expedited Funds Availability Act.

### Definitions

The following definitions apply for purposes of this section called "Funds Availability Schedule and Disclosures."

**"Business Day"** means every calendar day except Saturday, Sunday and federal holidays. However, for the purposes of determining your Day of Deposit, except for Noncash Items, Business Day includes the following federal holidays: Martin Luther King, Jr. Day, Presidents' Day, Columbus Day, and Veterans Day.

**"Day of Deposit"** is the Business Day that TCF receives your deposit with appropriate instructions, as long as we receive it before the Cutoff Time. If TCF receives a deposit after the Cutoff Time, or on a day that is not a Business Day, your Day of Deposit is the next Business Day. For ACH deposits, the Day of Deposit is the day designated as the "settlement date" for the deposit (except as otherwise stated below).

For additional definitions, see the section called "General Definitions."

### Cutoff Times

**"Cutoff Time"** for deposits is determined as follows. These times can change without notice at our discretion. All times are Central Time (CT).

Description of Deposit	Cutoff Time
TCF Branches	10:00 p.m. CT or, if sooner, branch closing time.
ATM and Mobile Deposits	10:00 p.m. CT
Transfers between TCF Accounts	10:00 p.m. CT*
Electronic Deposits (ACH) or Direct Payments from Other Banks	8:00 p.m. CT
Mailed Deposits <i>(non-branch business offices)</i>	5:00 p.m. CT
Wire Transfer Deposits	4:30 p.m. CT

Description of Deposit	Cutoff Time
Night Depositories <i>(for business accounts only)</i>	Next day branch opens for business on a Business Day.
*The Cutoff Time for the initial deposit to fund an account opened online using a credit or debit card, or by transfer from an account at TCF or another financial institution, is 10:30 p.m. CT.	

### Determining the Availability of a Deposit

The availability of your deposit (the number of days until your funds are Available Funds) is counted in Business Days from the Day of Deposit. If you make a deposit before the Cutoff Time on a Business Day, we will consider that day to be the Day of Deposit. If you make a deposit after the Cutoff Time, or on a day that is not a Business Day, we will consider that the deposit was made on the next Business Day. The length of the delay varies depending on the type of deposit and is explained below.

## CHECKING ACCOUNTS

### General Policy

TCF's general policy is that:

- Cash deposits at a teller and transfers from another TCF account will be Available Funds on the Day of Deposit. The first \$250 of aggregate checks deposited on a Business Day will also be Available Funds on the Day of Deposit.
- Certain types of check deposits will be Available Funds on the first Business Day after the Day of Deposit (see the section called "Next Day Availability" below).
- Other check deposits will be Available Funds on the second Business Day after the Day of Deposit.
- Check deposits at TCF ATMs will be Available Funds on the first Business Day after the Day of Deposit. Cash deposits at TCF ATMs that do not require a deposit envelope will be Available Funds the Day of Deposit. Cash deposits at TCF ATMs that require a deposit envelope will be Available Funds the first Business Day after the Day of Deposit.
- Check deposits using the TCF mobile deposit service will be Available Funds on the second Business Day after the Day of Deposit.

Our general policy, as described above, does not apply to checks payable by, at, or through a bank office located outside the United States. Ask us about availability for those checks. Checks drawn on banks located in Guam, American Samoa, and the Northern Mariana Islands generally are not available until the fifth Business Day after the Day of Deposit (eleventh Business Day after the Day of Deposit for new accounts).

We may make deposits available sooner than stated in these policies. If you need to be sure when a particular deposit will be available, you may contact us (see the section called "Contacting TCF").

### **Same Day Availability**

Cash deposits at a teller, transfers from another TCF account, and other electronic direct deposits to your Account, including wire transfers and preauthorized Credits (such as direct deposit of social security benefits or payroll), will be Available Funds on the Day of Deposit.

The first \$250 of the aggregate of all checks you deposit in person to a TCF employee will be Available Funds as follows. If you deposit the check before the Cutoff Time on a Business Day, the first \$250 will be Available Funds on the Day of Deposit. If you deposit the check after the Cutoff Time on a Business Day, the first \$250 will be available on the Next Business Day. If you deposit the check on a day that is not a Business Day, the first \$250 will be Available Funds on the non-Business Day through the Day of Deposit. Otherwise, the deposit will be Available Funds either the first or second Business Day after the Day of Deposit, depending on the type of the check.

For purposes of determining the aggregate \$250 limit, checks deposited on non-Business Days are aggregated with checks deposited on the next day that is a Business Day.

Accounts opened 30 days or less do not receive same day availability. See the section called "Special Rules for New Accounts." Additionally, if you have overdrafts that have remained unpaid for 10 or more days, you will not receive same day availability. We may also extend availability of check deposits on a case-by-case basis for other reasons. If we do, we will notify you at the time of the deposit. If you do not receive same day availability of a check deposit, availability will not be later than the applicable time periods stated below in the sections called "Next Day Availability," "Other Check Deposits," and "Longer Delays May Apply."

### **Next Day Availability**

The following deposits will be Available Funds on the first Business Day after the Day of Deposit:

1. U.S. Treasury checks.
2. Checks drawn on TCF National Bank.
3. Checks drawn by a state or a unit of general local government if: (a) you deposit the check in your Account with TCF in person (to a TCF employee); (b) that state or local government unit is located in one of the states where TCF has a branch; and (c) you use a special deposit slip when making the deposit (available from a TCF teller upon request).
4. Cashier's checks, official bank checks, teller's checks, and certified checks if: (a) you deposit the check in your Account with TCF in person (to a TCF employee); and (b) you use a special deposit slip (available from a TCF teller upon request).
5. Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders.

We may also make these deposits available the calendar day after the Day of Deposit for cash withdrawal and card authorization purposes if the next Business Day is a Monday.

If you do not make a deposit described in (3) or (4) in person

to one of our employees (for example, if you mail the deposit), those deposits will be Available Funds on the second Business Day after the Day of Deposit. We may refuse to accept for deposit, or cash, any Item described in (1) through (5) above that is not payable to you. Longer periods may apply to deposits you make at an ATM (see the section called "ATM Deposits").

### **Other Check Deposits**

The delay for other check deposits, including all other money orders (checks not described in the section called "Next Day Availability"), is as follows: Unless you receive same day availability for the check (under "Same Day Availability" above), the first \$200 from a deposit of all other checks will be Available Funds on the first Business Day after the Day of Deposit. The remaining funds will be Available Funds on the second Business Day after the Day of Deposit at an ATM or through mobile deposit. Longer periods may apply to deposits you make at an ATM (see the sections called "Mobile Deposits" and "ATM Deposits").

### **Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another bank, we may reduce the availability of a corresponding amount of funds already in your Account or any other checking, savings, or certificate of deposit account you have with TCF. Those funds will be Available Funds at the time the check we cashed would have been available if you had deposited it.

### **Holds on Other Funds (Other Accounts)**

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

### **Mobile Deposits**

Check deposits using the TCF mobile deposit service will be Available Funds on the second Business Day after the Day of Deposit.

### **ATM Deposits**

Check deposits at TCF ATMs will be Available Funds on the first Business Day after the Day of Deposit. Cash deposits at TCF ATMs that do not require a deposit envelope will be Available Funds the Day of Deposit. Cash deposits at TCF ATMs that require a deposit envelope will be Available Funds the first Business Day after the Day of Deposit. Deposits are not accepted at all ATM locations.

### **Longer Delays May Apply**

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

1. TCF believes that a check you deposit will not be paid;



2. You deposit checks totaling more than \$5,000 on any one day;
3. You redeposit a check that has been returned unpaid;
4. You have overdrawn your Account repeatedly in the last six months; or
5. There is an emergency, such as a failure of computer or communications equipment.

TCF will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. We may provide this notice after the initial deposit. They will generally be available no later than the seventh Business Day after the Day of Deposit (eleventh Business Day after the Day of Deposit for deposits at non-TCF ATMs where allowed).

### **Special Rules for New Accounts**

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

All check deposits will be Available Funds no later than the fifth Business Day after the Day of Deposit. We may, in some cases, shorten this time period. You will not receive the first \$250 of aggregate checks deposited as Available Funds on the Day of Deposit as referenced in the section called "Same Day Availability."

If you open your Account online using our digital banking service, the following special rules apply to your opening deposit:

1. If your new Account is funded by ACH transfer from a checking or savings account at another financial institution, the Day of Deposit will be the Business Day you complete the verification of your funding account. The ACH deposit will be Available Funds on the second Business Day after the Day of Deposit.
2. If your new Account is funded by a credit card or debit card, the Day of Deposit will be the Business Day you complete the account opening process. Credit card or debit card deposits will be Available Funds on the second Business Day after the Day of Deposit.

## **SAVINGS AND MONEY MARKET ACCOUNTS**

### **General Policy**

Our funds availability policy for checking accounts stated above also applies to Money Market Accounts. Our funds availability policy for savings accounts you cannot write checks against is set forth below.

We may make deposits available sooner than stated in these policies. If you need to be sure when a particular deposit will be available, you may contact us (see the section called "Contacting TCF").

Note: For savings accounts that do not have check access, longer periods will apply to checks payable by, at, or through a bank office located outside the United States. Ask us about

availability for those checks. Checks drawn on banks located in Guam, American Samoa, and the Northern Mariana Islands generally are not available until the fifth Business Day after the Day of Deposit (ninth Business Day after the Day of Deposit for accounts opened 45 days or less).

### **Same Day Availability**

Cash deposits at a teller, transfers from another TCF account, and other electronic direct deposits to your Account, including wire transfers and preauthorized Credits (such as direct deposit of social security benefits or payroll), will be Available Funds on the Day of Deposit.

The first \$250 of the aggregate of all checks you deposit in person to a TCF employee will be Available Funds as follows. If you deposit the check before the Cutoff Time on a Business Day, the first \$250 will be Available Funds on the Day of Deposit. If you deposit the check after the Cutoff Time on a Business Day, the first \$250 will be available on the Next Business Day. If you deposit the check on a day that is not a Business Day, the first \$250 will be Available Funds on the non-Business Day through the Day of Deposit. Otherwise, the deposit will be Available Funds either the fourth or ninth Business Day after the Day of Deposit, depending on the age of your Account. For purposes of determining the aggregate \$250 limit, checks deposited on non-Business Days are aggregated with checks deposited on the next day that is a Business Day.

The same day availability of check deposits does not apply to deposits made on the date of account opening. We may also extend availability of check deposits on a case-by-case basis for other reasons. If we do, we will notify you at the time of the deposit. If you do not receive same day availability of a check deposit, availability will not be later than the applicable time periods stated below.

### **Next Day Availability**

Unless you receive same day availability for the check (under "Same Day Availability" above), the first \$200 from a deposit of all checks will be Available Funds on the first Business Day after the Day of Deposit. The remaining funds will be Available Funds as described below. Longer periods may apply to deposits you make at an ATM or through mobile deposit (see the sections called "Mobile Deposits" and "ATM Deposits").

### **Fourth Day Availability**

If your account has been open more than 45 days, the remaining funds of all check deposits to your Account (other than those given same day or next day availability) will be Available Funds no later than the fourth Business Day after the Day of Deposit.

### **Ninth Day Availability**

If your Account has been open 45 days or less, the remaining funds of all check deposits to your Account (other than the portion of those given same day or next day availability) will be Available Funds no later than the ninth Business Day after the Day of Deposit.

**New Accounts Opened Online**

If you open your Account online using our digital banking services, the following special rules apply to your opening deposit:

1. If your new Account is funded by ACH transfer from a checking or savings account at another financial institution, the Day of Deposit will be the Business Day you complete the verification of your funding account. The ACH deposit will be Available Funds on the second Business Day after the Day of Deposit.
2. If your new Account is funded by a credit card or debit card, the Day of Deposit will be the Business Day you complete the account opening process. Credit card or debit card deposits will be Available Funds on the second Business Day after the Day of Deposit.

**Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another bank, we may reduce the availability of a corresponding amount of funds already in your Account or any other checking, savings, or certificate of deposit account you have with TCF. Those funds will be Available Funds at the time the check we cashed would have been available if you had deposited it.

**Holds on Other Funds (Other Accounts)**

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

**Mobile Deposits**

Check deposits using the TCF mobile deposit service will be Available Funds on the second Business Day after the Day of Deposit.

**ATM Deposits**

Check deposits at TCF ATMs will be Available Funds on the fifth Business Day after the Day of Deposit. Cash deposits at TCF ATMs that do not require a deposit envelope will be Available Funds the Day of Deposit. Cash deposits at TCF ATMs that require a deposit envelope will be Available Funds the fifth Business Day after the Day of Deposit. Deposits are not accepted at all ATM locations.

**ELECTRONIC FUND TRANSFERS SERVICES  
AGREEMENT AND DISCLOSURES**

This section has disclosures required under the federal Electronic Fund Transfer Act and only applies to Consumer Accounts that allow electronic transactions.

**Definitions**

**“Access Device,”** means your Card, PIN, Password or other means you use to access your Account.

**“Account,”** for purposes of this section called “Electronic Fund Transfers Services Agreement and Disclosures,” means a checking or savings account you have with TCF.

**“Business Day,”** has the meaning stated under “General Definitions” above.

**“Electronic Fund Transfers”** or **“EFTs”** mean any transfer of funds you make or request through an electronic terminal, telephone, computer (such as digital banking transactions), or magnetic tape for the purpose of ordering, instructing, or authorizing us to Debit or Credit your Account. The term includes, but is not limited to: (1) POS transactions; (2) ATM transfers; (3) direct deposit or withdrawal of funds, including ACH transactions; (4) transfers you request by telephone; and (5) transfers that result from Card transactions, whether or not you make them using an electronic terminal.

**“PIN Transactions”** means (except as explained below) transactions you make using your Card (or information on your Card) when you are required to enter your PIN to complete the transaction. Transactions that do not require you to enter your PIN are sometimes referred to as “off line” or “signature-based” transactions. For example, a merchant may ask you to select “debit” or “credit” when you make a transaction. If you select “debit,” you may be asked to enter your PIN. That will generally be a PIN Transaction. If you select “credit,” you generally will not be asked to enter your PIN. That is an “off line” transaction. PIN Transactions do not include ATM transactions.

Some merchants may require you to enter your PIN to complete a transaction but then process the transaction as if it were “off line.” In those cases, we treat the transaction as “off line” even though you were required to enter your PIN to complete it. We have no control over the way merchants process their transactions.

Please note that under your Account Contract with TCF, transactions you make using your Card may be limited, and the fees we charge you may vary, depending on whether or not they are PIN Transactions. If you are asked to enter your PIN when completing a transaction, you can ask the merchant how it will be processed to determine whether it is a PIN Transaction for TCF purposes. To better assure that a transaction is not a PIN Transaction, always select “credit” when you enter the transaction.

For additional definitions, see the section called “General Definitions” under “General Terms Applying to All Checking and Savings Accounts.”

### **Application of These Terms**

Except where stated otherwise, the terms in this section called "Electronic Fund Transfers Services Agreement and Disclosures" apply to all EFTs in addition to the other terms of your Account Contract. This section does not apply to wire transfers or Remittance Transfers (as that term is defined in the section called "Remittance Transfers Agreement").

Unless otherwise stated, this section applies to all EFT transactions, whether or not covered by the federal Electronic Fund Transfer Act. The federal Electronic Fund Transfer Act generally applies to demand deposit (checking), savings, and other consumer asset accounts you intend to use primarily for personal, family, or household purposes. However, the Electronic Fund Transfer Act does not apply to an account under a bona fide trust agreement.

The federal Electronic Fund Transfer Act also generally does not apply to:

- Any transfer of funds originated by check, draft, or similar paper instrument, or any payment made by check, draft, or similar paper instrument at an electronic terminal (but does apply where a check, draft, or similar paper instrument is used as a source of information to make a one-time electronic fund transfer from your Account and you authorize the transfer);
- Any transfer of funds that guarantees payment or authorizes acceptance of a check, draft, or similar paper instrument, but that does not directly result in a Debit or Credit to your Account;
- Wires transfers;
- Any transfer of funds under an agreement between you and TCF which provides that TCF will make individual transfers without a specific request from you: (i) between your Accounts within TCF; (ii) from your Account to an account of a member of your family held in TCF; or (iii) between your Account and an account of TCF (such as for payment on a loan); or
- Any transfer of funds that: (i) is requested by a telephone communication between you and TCF; and (ii) does not take place under a telephone bill payment or other written plan in which periodic or recurring transfers are contemplated.

EFT transactions not governed by the federal Electronic Fund Transfer Act have liability and EFT transaction limits that may be different than for EFT transactions that are covered by that act. You are legally responsible for all losses related to unauthorized EFT transactions that do not result solely from our negligent or intentional misconduct, unless the law (including the federal Electronic Fund Transfer Act) states otherwise.

### **Types of Electronic Fund Transfers**

If we have issued you a Card or PIN for your Account, you may use the Card or PIN to:

- Withdraw cash from your Account;
- Make deposits to your Account;
- Transfer funds between your Accounts;

- Pay for purchases at places that have agreed to accept your Card or PIN;
- Make balance inquiries on your Account; and
- Receive or send funds through a card network's (e.g., Visa, MasterCard) money transfer system using a network approved third party originator. The originator may charge a fee for its services.

Some of these services may not be available at all electronic terminals. TCF has the right to limit the number of Accounts that you can access with a Card, and to limit the number of Cards that can access an Account.

#### *ATM Transactions*

If we have issued you a Card for your Account, you may make deposits, transfers, and withdrawals at an ATM that accepts your Card, with the following limitations:

- Deposits and transfers are not allowed at all locations.
- You cannot use your Card to make deposits, transfers, or withdrawals from a certificate of deposit account.

We allow transfers between checking and savings accounts accessed by the same Card. If you have an Overdraft Protection Account, you may also get loans according to the terms of the separate line of credit agreement between you and us.

#### *Debit Card Transactions with TCF ATM Cards*

If your Account is an account you can write checks against, you may use your TCF ATM Card to make Debit Card Transactions that you authorize using your PIN at merchant locations that accept it.

If you have an Overdraft Protection Account, you may also obtain loans according to the terms of the separate line of credit agreement between you and us.

#### *Debit Card Transactions with TCF Debit Cards*

If your Account is an account you can write checks against, you may use your TCF Debit Card to make Debit Card Transactions at merchant locations that accept it.

If you have an Overdraft Protection Account, you may also obtain loans according to the terms of the separate line of credit agreement between you and us.

#### *Transactions Using Debit Cards Not Issued by TCF*

We reserve the right to return, decline to pay, or refuse to accept any transactions you make using a debit card that was not issued by us or any of our Affiliates. This includes any transaction you make using a debit card not issued by TCF when the transaction is submitted to us as an ACH transaction.

The term "debit card" includes any card or other device you can use to make electronic fund transfers to or from your Account, including cards used to obtain goods, property, services, or cash from a merchant or ATM.

We may return, decline to pay, or refuse to accept these transactions regardless of whether or not they exceed your

**Available Balance.**

We may charge you a service fee each time a transaction is submitted to us for payment when the transaction was made using a debit card that was not issued by TCF. We may charge this fee regardless of whether or not: (1) we pay the transaction; (2) we return, decline to pay, or refuse to accept the transaction; or (3) they exceed your Available Balance.

***Automated Clearing House (ACH) Transactions***

You may have deposits made to and withdrawals made from your Account, using the ACH funds transfer network. You generally must authorize a company or government agency to pay you or make withdrawals from your Account in this way.

If you receive an ACH Credit, the Credit is not final until we receive final payment from the payor or receive payment as provided in Section 4A-403(a) of the Uniform Commercial Code (if Section 4A-403(a) applies to the transaction). You agree that if an ACH Credit is not final, or you receive an ACH Credit in error: (1) you will return to us the amount we credited to your Account; or (2) we may deduct the amount of the Credit from your Account or from any other account you have with TCF.

Although we do not have to do so, we may receive or accept ACH Credits intended for your Account even if your Account is closed. Doing so does not mean your Account is "open." ACH Debits will not be accepted after your Account is closed.

You agree that when we receive an ACH Debit to your Account, we may deduct the amount of the ACH Debit from your Account without approval from you beforehand. The ACH Debit is not final until we withdraw the payment from your Account.

An originating depository financial institution, or "ODFI," is the name for a bank that a merchant uses to collect money from its customers through the ACH system. You give permission to any ODFI to make ACH Debit entries to your Account through electronic presentment or re-presentment of Items you authorize.

***Electronic Check Conversion Transactions***

When you pay a merchant or other person for a transaction using a check (for example, to pay for goods or services, or to pay a bill), you give the merchant or other person permission to either: (1) use information from your check to make a one-time ACH Debit from your Account for the amount of the check; or (2) process the payment as a check transaction. If the payment is handled as an ACH Debit, funds may be withdrawn from your Account as soon as the same day that you give your check to the merchant or other person. If the transaction is processed as an ACH Debit, we will not send you your cancelled check or a copy of your cancelled check with your Account statement. However, a description of the electronic transaction will appear on your Account statement.

***Telephone and Digital Banking Transfers***

Using your PIN and/or Password, you may use our telephone and digital banking services to transfer funds between your TCF accounts. Using your Password, you may also pay bills directly from your Account using our digital banking service. You must

enroll in digital banking services before you can use them.

However, you may not use these services to transfer funds between TCF accounts using our telephone transfer services if the accounts were opened in different states.

When you sign up for these EFT services or request these transfers, TCF may ask you to agree to additional terms or conditions regarding the services or transfer.

You can access our digital banking services at [tcfbank.com](http://tcfbank.com). For more information about digital banking services and the account terms and conditions for those services, see TCF's Digital Banking Agreement available at [tcfbank.com](http://tcfbank.com).

**EFT Transaction Limits**

We place limits on the dollar amount and frequency of certain EFT transactions. These limits are described below. If more than one limit applies to a transaction, we will use the lowest limit.

For purposes of these limits, each "authorization" is a transaction. An authorization is our approval of a Card transaction submitted to us by a merchant or other party.

An authorization may be for more or less than the actual amount of the transaction ultimately submitted to us for payment by the merchant or other party. In some cases, we may authorize a transaction, but it may never be submitted to us for payment.

TCF may change these limits from time to time without giving you notice, except we will give notice when required by law. The law generally does not require notice when confidentiality is essential for security purposes. Consult with a TCF branch representative for additional EFT transaction limits for transactions not subject to the federal Electronic Fund Transfer Act.

*EFT Limits for Checking and Money Market Accounts*

Transaction Type	Daily Dollar Limit Per Account	Daily Transaction Limit Per Account
ATM deposits	\$5,000 (account opened in states other than MN and SD)	N/A
	\$9,999 (accounts opened in MN and SD)	
ATM transfers	\$5,000	N/A
ATM withdrawals and cash back from a merchant	\$520 (except TCF Premier Checking)	15
	\$1,020 (TCF Premier Checking)	
Debit Card Transactions using your PIN	\$10,000	<b>Before 9/1/17:</b> 15 (except TCF Premier Checking), 25 (TCF Premier Checking accounts) <b>On &amp; after 9/1/17:</b> 45 (all accounts)
Total Debit Card Transactions without using your PIN <u>and</u> withdrawals using card-to-card transfer services	\$10,000	<b>Before 9/1/17:</b> 15 (except TCF Premier Checking), 25 (TCF Premier Checking accounts) <b>On &amp; after 9/1/17:</b> 45 (all accounts)
Total ATM withdrawals, Debit Card Transactions, <u>and</u> withdrawals using card-to-card transfer services	\$10,520 (except TCF Premier Checking)	<b>Before 9/1/17:</b> 45 (except TCF Premier Checking), 65 (TCF Premier Checking accounts) <b>On &amp; after 9/1/17:</b> 65 (all accounts)
	\$11,020 (TCF Premier Checking)	
Deposits using card-to-card transfer services	\$2,500	15
	\$7,500 within 7 days	40 within 7 days
	\$12,500 within 30 days	75 within 30 days
Transfers using automated phone services	\$25,000	N/A

Transaction Type	Daily Dollar Limit Per Account	Daily Transaction Limit Per Account
Transfers using digital banking services	\$25,000	N/A

*EFT Limits for Savings Accounts*

Transaction Type	Daily Dollar Limit Per Account	Daily Transaction Limit Per Account
ATM deposits	\$5,000 (accounts opened in states other than MN and SD)	N/A
	\$9,999 (accounts opened in MN and SD)	
ATM transfers	\$5,000	N/A
ATM withdrawals	\$520 (except TCF Premier Savings)	15
	\$1,020 (TCF Premier Savings)	
Transfers using automated phone services	\$25,000	N/A
Transfers using digital banking services	\$25,000	N/A

*Limits on Certain Transfers from Savings Accounts*

By federal regulation, you may not make more than six transfers or withdrawals (or a combination of transfers or withdrawals) from your savings Account or Money Market Account during a month or monthly statement period: (1) to another Account you have with TCF or to a third party by pre-authorized or automatic transfer; (2) by telephone (including fax) or digital banking agreement, order, or instruction; (3) by check or draft (if you can write checks or drafts against your Account); (4) by debit card (if we have issued a Card for your Account; or (5) by similar order by you and payable to third parties. See the section called "Limits on Withdrawals and Transfer Requests" for additional information on these limits.

**Pre-Authorized Deposits and Withdrawals**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you may contact us (see the section called "Contacting TCF") to find out whether or not the deposit has

been made.

If you have instructed us or a third party in advance to make regular payments out of your Account, and these regular payments may vary in amount, the party you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may ask instead to get this notice from the party you are going to pay 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 you set.

### **Processing of ATM Transactions**

EFT transactions you make at an ATM before to the Cutoff Time on a Business Day are posted to your Account that same Business Day. Transactions you make after the Cutoff Time on a Business Day, or on a day that is not a Business Day, are posted to your Account the next Business Day.

The "Cutoff Time" and "Business Day" for TCF ATMs are described in the section called "Funds Availability Schedule and Disclosures." Once made, you cannot reverse an ATM transaction at the ATM.

Funds you deposit at an ATM are available for withdrawal as stated in the section called "Funds Availability Schedule and Disclosures."

If you select a checking account for an ATM withdrawal and there is no checking account associated with your Card, the transaction will be denied.

If you select a savings account for an ATM withdrawal and there is no savings account associated with your Card, the transaction will be denied.

If you do not select an account for an ATM withdrawal, we will make the withdrawal from the checking account associated with your Card. If you do not have a checking account associated with your Card, we will make the withdrawal from your savings account associated with your Card.

Some non-TCF ATMs will allow you to select an account for withdrawal, but will not pass that selection on to TCF. In these instances, we will treat the transaction as if you had not selected an account for withdrawal.

### **Processing of Debit Card Transactions**

You may authorize Debit Card Transactions in one of two ways:

- By entering your PIN (for example, you enter your PIN on a keypad when paying for a purchase at certain merchant locations); or
- For transactions processed through Visa U.S.A., Inc.'s transaction processing system that do not require you to use your PIN: (i) for in-person transactions, the merchant may require you to present your Card and possibly to sign an authorization; and (ii) for transactions over the Internet, by telephone, or by mail (such as mail order or catalog), the merchant may require you to provide your Card number and other information, and may also ask you to sign an authorization.

It generally takes three Business Days or less after the day of

the transaction for a Debit Card Transaction to be submitted to TCF for payment and posted to your Account. PIN Transactions are generally posted to your Account the same Business Day on which they happen. Once TCF authorizes a Debit Card Transaction, you may not cancel the transaction.

A Credit resulting from a Debit Card Transaction will be made to your Account if you receive a refund for goods, property, or services you purchased from a merchant with your Card, unless you received a cash refund from the merchant. We add these Credits authorizations to your Available Funds when we receive them, if we received them before the end of our processing day. Otherwise, we add Credits authorizations to your Available Funds the next Business Day. We post Credits from Debit Card Transactions that are not preceded by a Credit authorization to your Account at the end of the Business Day we receive them and add them to your Available Balance at that time.

### **Visa Account Updater Service**

We subscribe to the Visa Account Updater Service (VAU) offered by Visa U.S.A., Inc. With this service, if you give a merchant your Visa Card number and authorize the merchant to bill your Card periodically for recurring payments, any replacement Card number we give you will automatically be sent to the merchant if the merchant subscribes to VAU. This applies if your Card expired or was automatically replaced by TCF. This includes current Card numbers and any Card numbers issued to you in the previous twelve months.

Because not all merchants subscribe to VAU, you should always notify each individual merchant of your new Card number. Changes to your Card number as a result of a lost or stolen Card or other card replacement requests you initiate will not be updated. In those circumstances you must contact merchants directly to notify them of your new Card information.

If you prefer that we not provide updated Card information to VAU in the future, please call 1-800-823-2265 or 612-823-2265 (Twin Cities Metro area) or visit [tcfbank.com](http://tcfbank.com) for information on how to opt-out of VAU. Or you may send a written request indicating your decision to not participate in VAU and the affected Card number to: TCF Bank, Attn: Visa Account Updater Service, 1405 Xenium Lane North, Plymouth, MN 55441.

### **ATM, Debit Card, and Credit Card Transactions Made Outside of the United States**

If you make an ATM withdrawal or a Debit Card Transaction using your Card and the ATM or merchant is located outside of the United States, and the withdrawal or payment is made in a currency other than U.S. dollars, the amount of the transaction will be converted to a U.S. dollar equivalent.

The exchange rate between the foreign transaction currency and the U.S. dollar billing currency used for processing is: (1) a rate selected by Visa U.S.A., Inc or another network processing the transaction from the range of rates available in wholesale currency markets for the applicable central processing date (this rate may vary from the rate Visa or the other network itself receives); or (2) the government-mandated rate in effect for the applicable central processing date.

TCF charges an international service fee for ATM, POS, and

credit card transactions that take place outside of the United States. TCF will do so regardless of whether the transaction is in U.S. dollars or foreign currency.

Other ATM processors may also add a fee to the ATM transaction amount for ATM transactions they process.

### **Service Charges for EFT Transactions**

We may charge you a fee for EFT transactions. In addition to fees charged by TCF, if you use an ATM or point-of-sale terminal not owned by us, the ATM or point-of-sale terminal operator or any network used to complete an EFT may charge you a fee for the transaction. You may also be charged a fee for a balance inquiry at an ATM even if you do not complete an EFT. We may deduct these fees from your Account and forward them to the operator or network, when applicable.

### **How You Can Stop the Payment of a Pre-Authorized EFT Transaction**

If you have told us in advance to make regular EFT payments out of your Account, you can stop any of these payments. Here is how. Call or write us at the address or telephone number shown in the section called "Contacting TCF."

Call or write us in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us at the designated address shown in the section called "Contacting Us" within 14 days after you call. An oral stop payment order is no longer effective after 14 days if you do not provide the required written confirmation.

If these regular payments may vary in amount, the person or company you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will be. If your Account is a Consumer Account and 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 may be legally responsible for any proximately caused losses or damages.

If you order us to stop payment on a regular EFT payment to a specified person or company, we will stop payment on all regular EFT payments to that person or company. We cannot stop payment on some, but not other, regular EFT payments to a specified person or company. You should contact the person or company you have authorized to receive regular payments out of your Account to stop any future EFT transactions.

### **Ending One of Your EFT Services**

We have the right to: (1) end or temporarily stop any or all EFT services at any time; and (2) deactivate or cancel your Access Device at any time. We may do so without notifying you in advance. However, our intention is to notify you before or promptly after ending any EFT service, or deactivating or canceling your Access Device.

You may end any or all EFT services by notifying us in writing at the address shown in the section called "Contacting TCF," or by submitting a request at any TCF branch, or by any other means we authorize from time to time. Your written notice is effective when we receive it. If you have an arrangement with a third

party to make regular payments into your Account or receive regular payments out of your Account, you should contact that third party to end the EFT service.

Your Card is the property of TCF. You agree that if you or we close all of your Accounts accessed by your Card, you will return the Card if we ask. Otherwise, you will destroy it.

### **Statements and Receipts**

We will send you a checking account statement monthly. We will send you a savings or money market account statement each month you have an EFT but at least quarterly. You may also contact us (see the section called "Contacting TCF") to find out if any EFT transactions have been made.

You can get a receipt at the time you make a transfer to or from your Account using an ATM or POS terminal unless you chose not to receive one. In the case of a POS transaction, the receipt will reflect a deduction from your Account equal to the amount of the POS transaction.

Your monthly Account statements and receipts are admissible into evidence.

### **If Your Access Device Is Lost, Stolen, or No Longer Secret**

You are responsible for safeguarding your Account information and acting responsibly when conducting EFT transactions. You agree to use ordinary care in handling, safeguarding, and storing your Access Device. You should not give your PIN or Password to anyone, or write it down on your Card, or keep it near your Card.

You agree that you will call or write to TCF at the telephone number or address shown in the section called "Contacting TCF" if you believe that: (1) your Access Device has been lost or stolen, is in the hands of an unauthorized person, may no longer be secret, or has been compromised in any way; (2) someone has transferred or may transfer funds from your Account without your permission; or (3) you believe a transfer has been made using the information from your check without your permission. Contacting us by telephone is the best way to resolve your issue.

You are not legally responsible for further unauthorized use of your Access Device after notifying us as provided in this section.

### **Errors You Have Found or Questions You Have About Your Account's EFT Transactions**

This section only applies to transactions covered by the federal Electronic Fund Transfer Act.

In case of errors or questions about your Account's EFT transactions, telephone us at 1 (800) 823-2265 or (612) 823-2265 (Twin Cities local) or write us at:

TCF National Bank  
Attn: Customer Service  
1405 Xenium Lane North  
Plymouth, MN 55441

You must call or write us as soon as you can if: (1) you think your statement of Account activity or receipt is wrong or (2) you

need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement in which the problem or error appeared (if state law gives you a longer time period to notify us, this longer period will apply).

1. Tell TCF your name and Account number;
2. Describe the error or 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; and
3. Tell TCF the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days.

TCF 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 Credit your Account within 10 Business Days for the amount that 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 TCF asks you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not Credit your Account.

For errors involving new accounts, POS transactions, 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 Credit your Account for the amount you think is in error.

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

### **Your Liability for EFT Transactions Made Without Your Permission**

#### *Your Liability Due to a Lost or Stolen Access Device*

You must tell us AT ONCE if you believe your Access Device has been lost or stolen, or if you believe that an EFT transaction has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. You could lose all the money in your Account, plus any unused portion of your approved credit line under your Overdraft Protection Account. You should also consider contacting law enforcement to conduct a criminal investigation if you suspect theft from your Account.

If your Account is a Consumer Account, the following limits on your liability apply:

- If you believe that your Access Device has been lost or stolen, and you tell TCF within two Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access Device without your permission (except as stated below).
- If you do NOT tell TCF within two Business Days after you learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using your

Access Device without your permission if you had told us, you could lose as much as \$500 (except as stated below).

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

#### *Your Liability for an Unauthorized Transaction That Appears on Your Statement of Account*

If your Account is a Consumer Account, the following limits on TCF's liability apply:

- If your statement shows EFT transactions that you did not make or authorize, including those made by Access Device, or other means, you must tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed or transmitted to you, you may not get back any money you lost after the 60 days if TCF can prove that it could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- TCF will not be responsible for EFT transactions made without your permission if you give your Access Device to a person and fail to tell us when that person is no longer authorized to use your Access Device.

If applicable state law gives you a greater protection against losses from the unauthorized transactions appearing on your Account statement, then the more favorable state law limits will apply.

#### *Exception to Liability Limits*

An electronic fund transfer is not considered "unauthorized" or "without your permission" for purposes of this section if the transfer is: (1) requested or made by a person with your actual authority to request or make the transfer, or you received a benefit from the transfer; (2) requested or made by a person to whom you furnished your Access Device unless you have notified TCF that transfers by that person are no longer authorized; (3) requested or made with fraudulent intent by you or any person acting in concert with you; or (4) made by TCF or its employees. Therefore, unless the law provides otherwise, the limits on your liability in this section do not apply to these transactions.

#### *Visa Card Transactions*

For card transactions processed through the Visa or Plus networks, you generally are not legally responsible for any losses determined to be fraudulent transactions by third parties. However, you must report a lost or stolen Card or unauthorized activity on your Account within the time frames stated in your Account Contract.

#### *Accounts that are not Consumer Accounts.*

For accounts that are not Consumer Accounts:

- You agree to maintain the security of your Access Device and its use by you and your employees, agents, and "authorized persons" (see the section called "Authorized



Signers and Powers of Attorney”). You are responsible for all transactions using your Access Device, regardless of whether or not you authorized them. However, if applicable law gives you a greater protection against losses from the unauthorized use of your Access Device, then the more favorable legal limits will apply.

- Your sole recourse for unauthorized ACH transactions is against the originator of the transaction if you notify us of the transaction after the deadline under ACH rules for us to return the transaction.
- You agree to report an unauthorized transaction to us within a reasonable time, not to exceed 30 days, from the day we send or make your Account statement available to you on which an unauthorized transaction is first reported. Failure to report an unauthorized transaction within the 30 day period will conclusively mean the transaction is authorized.

### **TCF’s Liability for Not Making an EFT Transaction**

If we do not complete an EFT transfer to or from your Account on time or in the correct amount according to your agreement with us, we will be legally responsible for your proximately caused losses or damages if the transaction is covered by the federal Electronic Fund Transfer Act. However, there are some exceptions. We will NOT be legally responsible, for instance:

- If, through no fault of our’s, the transfer would exceed your Available Balance.
- If the transfer would cause you to go over the credit limit on your Overdraft Protection Account (if you have one).
- If the ATM or POS terminal where you are making the transfer does not have enough cash.
- If the ATM system or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If your Account is subject to legal process or restricted in any manner by us.

There may be other exceptions stated in our Account Contract with you.

### **Limitation on TCF’s Liability for Not Making an EFT Transaction or Stopping Payment on a Pre-Authorized EFT Transaction**

We will not be legally responsible to you for failure to make an electronic fund transfer if our actions or failure to act resulted from:

- An act of God or other circumstances beyond our control if we exercised reasonable care to prevent the occurrence, and we exercised such diligence as the circumstances required; or
- A technical malfunction that you knew about when you attempted the transaction or, in the case of a pre-authorized transfer, at the time the transfer should have happened.

If we are legally responsible to you for failure to make an electronic fund transfer or to stop payment of a pre-authorized transfer, and the failure was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to actual damages proved.

### **Changes to Electronic Fund Transfers Services Agreement and Disclosures**

We may make changes, additions, or deletions to the terms in this section called “Electronic Fund Transfers Agreement and Disclosures.” We will mail a written notice (or provide notice electronically if you have agreed to electronic delivery of notices) at least 21 days before the effective date of any change, addition, or deletion to this section as required under federal regulations unless: (1) an immediate change or addition is necessary to maintain or restore the security of your Account or of TCF’s electronic fund transfer system; or (2) the change, addition, or deletion benefits you.

## REMITTANCE TRANSFER AGREEMENT

This section contains disclosures required under the Federal Electronic Fund Transfer Act relating to Remittance Transfers (defined below).

### Definitions

“**Business Day**,” for the purposes of the section called “Remittance Transfer Agreement,” means every calendar day except Saturday, Sunday and federal holidays.

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

### Remittance Transfer Transactions

The terms of this section called “Remittance Transfer Agreement” apply to all Remittance Transfers. All the other terms of your Account Contract apply to Remittance Transfers, except as provided in this section. For Remittance Transfers conducted by wire transfer, this section will control to the extent it may conflict with the section called “Wire Transfer Agreement.”

You may transfer up to a maximum of \$25,000 per day by Remittance Transfer.

You have a right to receive a disclosure and receipt (known as a “combined disclosure”) for your request at the time you make a Remittance Transfer request and provide payment (actual payment or authorization to Debit your Account). The transfer will be made to the recipient in the currency stated in the combined disclosure. The recipient will receive the transfer by the availability date stated in the combined disclosure.

You have the right to dispute errors regarding your Remittance Transfer. If you think there is an error, you must contact us within 180 days of the availability date stated in the combined disclosure. TCF will then have 90 days to investigate your error.

See the section called “Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction” for ways to contact us. You can also contact us for a written explanation of your error resolution and cancellation rights.

### How You can Cancel a Remittance Transfer Transaction

You have the right to cancel a Remittance Transfer request within 30 minutes of making the request. The disclosures you receive when you request the transfer will include a time stamp. The 30-minute cancellation period begins at this time. The Remittance Transfer can only be cancelled within this 30-minute cancellation period if the funds have not yet been deposited to the beneficiary’s account in the foreign country you designated. We are not required to cancel a Remittance Transfer after this 30-minute cancellation period expires. To cancel your Remittance Transfer request, you may visit any of our branch locations, or call us at the telephone number shown in the section called “Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction.”

## Errors You Have Found or Questions You Have About Your Remittance Transfer Transaction

In case of errors or questions about your Remittance Transfer transactions, visit us at any TCF branch location or telephone us at 1-800-823-2265 (Toll Free), 612-823-2265 (Twin Cities), or 1-800-343-6145 (TTY - hearing impaired). For errors, you must contact us within 180 days of the availability date stated in the combined disclosure. Provide us with the following information:

- Your name, address and telephone number;
- Your account number that was debited to pay for the transfer and any fees (if applicable);
- The Confirmation Code, date, and amount of transfer;
- Name of the recipient and the recipient’s account number;
- Receiving bank name, country and identifier number; and
- Describe 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.

All of the transaction information you will need to provide is shown in the combined disclosure you received when you made your transfer request.

We will determine whether an error occurred within 90 calendar days after we hear from you and will tell you the results of its investigation within three (3) Business Days after completing our investigation. If we decide that there was an error, we will provide you with available remedies that are appropriate for the type of error and ask you to tell us which remedy you would prefer. We will then correct the error within one (1) Business Day, or as soon as reasonably practicable after receiving your instructions regarding the appropriate remedy. Please note that if you, the sender, provide us with an incorrect amount number or recipient institution identifier such as a routing number or Business Identifier Code (BIC), we may not be required to refund or resend the transfer amount and you could lose the funds.

We will determine whether an error occurred for Remittance Transfers (the Federal Electronic Fund Transfer Act determines what is an error). If we find that no error occurred, or a different error occurred, we will include in our written report to you an explanation of our findings. You will have the right to request the documents we relied on in making our determination. If you want to reassert your claim after you receive the documents, you must do so within the original 180-day period from the availability date stated in the disclosure. Otherwise, we may not have further error resolution responsibilities.

### Limitation on TCF’s Liability for Remittance Transfers

We will not be legally responsible to you for Remittance Transfer errors when:

- The disclosure stated an estimate and the difference in the transferred amount results from application of the actual exchange rate, fees, and taxes, rather than any estimated amounts;
- The difference in the transferred amount results from the application of non-covered third party fees or taxes collected on the transfer by a person other than TCF;
- The error resulted from extraordinary circumstances outside

our control that could not have been reasonably anticipated;

- Delays in the Remittance Transfer were caused by our screening for fraud or compliance with the bank secrecy and anti-money laundering laws;
- The Remittance Transfer was made with fraudulent intent by you or any person acting in concert with you; or
- You provided us with an incorrect account number or recipient institution identifier, and we attempted, but could not recover the funds.

## WIRE TRANSFERS AGREEMENT

Except as stated in any separate agreement between TCF and you for wire transfer services, by placing a wire transfer payment order with us, you agree to the terms in this section called "Wire Transfers Agreement."

### Definitions

"**Business Day**," for the purposes of this section called "Wire Transfers Agreement," means every calendar day except Saturday, Sunday and federal holidays.

Unless stated otherwise in your Account Contract, all terms used in this section called "Wire Transfers Agreement" have the meanings as defined in: (1) Article 4A of the Uniform Commercial Code; or (2) as otherwise defined in your Account Contract.

### Scope of This Section

This section called "Wire Transfers Agreement" covers all wire transfers you request.

### Wire Transfer Orders

We may, but do not have to, allow wire transfers to or from your Account. We may require you to give us any information that we consider necessary before completing a wire transfer.

We may take up to one Business Day to complete a wire transfer. We may take additional time to complete a foreign wire transfer. Before we make any wire transfer, you must provide evidence satisfactory to us of your identity and authority to make the transfer.

When we act according to your instructions and the terms of your Account Contract or any separate wire transfer agreement between TCF and you, we will not be legally responsible to you because of:

- Any act or negligence of any third party who we do not directly control (including agents selected by us);
- Any instructions we receive that contain errors;
- Equipment malfunction; or
- Any other cause outside our immediate control.

We are not legally responsible to you for any errors in your wire transfer instructions. Therefore, any errors in the information you give us in the wire transfer instructions, including misidentification of a beneficiary, incorrect or inconsistent account names or numbers, incorrect identifying numbers of the intermediary bank or beneficiary bank, and misspellings, are your responsibility.

### Security Procedures

You agree to comply with the following security procedures for any wire transfers you ask for:

- You must sign an order giving us permission to do the wire transfer and instructing us where to send the funds; and

- You must show us proof of your identity in a form that is acceptable to us.

You agree that these security procedures are commercially reasonable. You agree that you are bound by any wire transfer instructions that comply with these security procedures, whether or not you authorized them.

If you give us a wire transfer order that does not comply with these security procedures, and we accept the order in good faith, then: (1) you agree that you are bound by the order, whether or not it is authorized; (2) you will be deemed to have refused the security procedures we offer and recommend as commercially reasonable; and (3) you will have to pay us the amount of each such payment order even if it was not authorized. We do not have to accept any payment order that does not comply with the security procedures.

### **Debit Authorization**

You give us permission to Debit the amount of a wire transfer order from the Account you designate. We may, but are not required to, honor wire transfer orders that exceed your Available Balance. Honoring your wire transfer order is not an assurance that funds on deposit in your Account are "good." You may not rely on any contrary statement by a TCF representative.

### **Transfer to Beneficiary Bank**

When you place a wire transfer order with us, you must select a financial institution as the beneficiary bank (recipient bank) for the transfer. For transfers within the United States, the beneficiary bank must be a member of the Federal Reserve System or a correspondent bank of such a member. If you identify a participating financial institution inconsistently by name and identification number, payment may be made on the basis of the identification number and your payment will be final (you cannot change it later) even if the identification number you provided does not correspond to the financial institution you have identified.

You may request that the funds either be deposited in a particular account at the beneficiary bank or that they be held at the beneficiary bank for your beneficiary. The beneficiary bank, not TCF, will be responsible for following your instructions and for notifying the beneficiary that the funds are available.

After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank, not TCF, is responsible for locating, identifying, and making payment to your beneficiary. If your beneficiary cannot be identified, the beneficiary bank may return the funds to you.

### **Currency of Transfer**

Wire transfers to beneficiaries within the United States are made only in U.S. dollars. Wire transfers to beneficiaries outside of the United States are made, at your option, in either U.S. dollars or foreign currency. We cannot guarantee the foreign beneficiary bank will accept U.S. dollars.

Because of the laws of some countries where beneficiary banks are located, we cannot guarantee that your beneficiary will receive the funds in U.S. dollars. If your transfer must be

converted to the local currency, the beneficiary bank may charge a fee for the conversion.

If your transfer is converted to the local currency, the exchange rate will be the rate in effect on the Business Day we process your wire transfer order. However, in the case of international wire transfers for consumer purposes, the exchange rate will be the rate in effect on the Business Day we receive your order.

Regardless of the amount of your transfer order, the actual amount that your beneficiary receives may be reduced by taxes and charges imposed by the beneficiary bank, including, but not limited to, those for exchanging currency.

### **Means of Transfer**

We use a variety of banking channels and facilities to make wire transfers, but will ordinarily use electronic means. We may choose any conventional means we consider suitable to transfer your funds to your beneficiary bank.

Because we do not maintain banking relations with every bank, we may use one or more intermediary banks to transfer your funds to the beneficiary bank. After we transmit your wire transfer order to an intermediary bank, the intermediary bank, not TCF, is responsible for completing your order.

### **Cancellation / Recall / Amendments**

You have no right to cancel or amend any wire transfer order after we receive it. However, if you ask us to cancel or amend your order, we will make reasonable efforts to act on your request only if we receive your request before we execute the order. You must make your request at a time and in a manner that gives us reasonable opportunity to act on it. We are not legally responsible to you if we do not cancel or amend your wire transfer order.

If we have executed your wire transfer order, the order can be recalled or amended only if the beneficiary bank and any intermediary bank consent to such a request. We are not legally responsible to you for any loss resulting from a beneficiary bank's or an intermediary bank's failure to recall or amend your wire transfer order.

If you decide that you want to recall your wire transfer order and we have already executed it, we will ask the beneficiary bank to determine whether or not the funds can be returned. If the beneficiary bank confirms that the funds can be returned and actually returns the funds to us, we will return the funds to you.

TCF or the beneficiary bank may deduct from your Account or from the amount that is returned to you, any applicable service charges resulting from a cancellation, recall, or amendment of your wire transfer order.

### **Rejection of an Order**

We reserve the right to refuse your wire transfer order for any reason.

### **Errors in Payment Orders**

We do not have to detect errors in your wire transfer order,

including, for example, an order to pay a beneficiary that you did not intend to pay or an order to pay an amount greater than the amount you intended. If we do detect an error in a wire transfer order, we do not have to detect errors in future orders.

### **Delays or Non-Execution of Wire Transfer Orders**

While we will handle your wire transfer orders in a reasonably prompt manner, you agree that we will not be legally responsible to you for any delay, failure to execute, or error in executing any order due to circumstances beyond our reasonable control. This includes, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failure, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

**Except as expressly stated in this Agreement, we make no warranties, express or implied, concerning your wire transfer order, including the failure of any intermediary bank or beneficiary bank to credit your beneficiary with the amount of a wire transfer after their receipt of the order.**

### **Cutoff Time for Executing Your Wire Transfer Order**

Our account Cutoff Time for outgoing wire transfers is 2:00 p.m. Central Time. If we receive your wire transfer order after our Cutoff Time, it may not be executed until the next Business Day. We may take additional time to complete a foreign wire transfer. We may provide wire transfer services only on those days that both TCF and the Federal Reserve System are actually open for business.

### **Claims**

You agree to exercise ordinary care to determine whether there is any error, delay, or other problem related to a wire transfer. You also agree to notify us within a reasonable time if any of these things happen, but in no case more than 30 days after the date of your order. You also agree to notify us within a reasonable time, but in no case more than 30 days, after you receive notice of an unauthorized wire transfer. If we do not receive your notice within these time periods, We will not be legally responsible to you for the error, delay, problem, or unauthorized transfer. If we cause an error, delay, or other problem with your wire transfer order, our sole obligation to you is to pay or refund such amounts as the law may require.

## **PROTECTING YOUR ACCOUNT**

Identity theft means a fraud committed or attempted using the identifying information of another person without authority. Thieves steal your name, date of birth, account numbers, Passwords, social security number, and other confidential information to use your financial accounts or run up bills on your credit cards. They can take out loans, obtain credit cards, and even get a driver's license in your name. They can do damage to your financial history and personal reputation that can take years to unravel. The following are some recommendations you may want to consider to reduce your risk of falling victim to identity theft.

## **PREVENTING IDENTITY THEFT**

### **Minimize Your Risk**

#### *Sharing Information*

- Never share information from your TCF Card, your PIN, or Passwords with anyone who is not authorized to use your Account. This includes TCF employees, retail clerks, and the police.
- Do not share your Account numbers or personal financial information, including your social security number, with anyone unless you initiate the contact.
- TCF employees will never ask you to tell them your PIN or Password or ask that you write your PIN or Password for them (except for wire transfer orders). Ask them for identification and contact TCF immediately if you receive suspicious requests for such information.

#### *Checks*

- Do not have your driver's license number or social security number preprinted on your checks.
- Inspect new checks to make sure no checks are missing.
- Contact us (see the section called "Contacting TCF") if you do not promptly receive the checks that you requested.

#### *Account Access Cards*

- Keep track of the expiration date on your Card. Contact TCF if you do not receive a new Card.
- As soon as you get your new Card, follow the instructions to activate it and sign the back of the Card.
- After you have handed your Card to a merchant for a purchase, make sure that the Card is actually yours when it is given back (and not someone else's card). Keep your charge purchase receipt and destroy any carbons.
- If you lose your Card, report it to TCF immediately.

#### *PINS and Passwords*

- Choose a PIN and Password that others cannot guess.
- Do not tell anyone else your PIN or Password.

- Never send a PIN or Password by email.
- Consider changing your PIN and Password regularly.
- Do not keep your PIN or Password where someone else can find it. Keep it safe.

### *Bills, Statements, and Paper Documents*

- Pay attention to your billing and statement cycles. If you expect mail and it does not arrive, contact TCF.
- Promptly and carefully review your Account statements or your Account activity using our online banking service to confirm that all transactions are yours. Report any errors or unknown charges immediately.
- Shred unwanted financial documents such as old Account statements and pre-approved credit offers.
- Consider enrolling for online statements.

### *Email Fraud*

Minimize your risk of online fraud by recognizing “phishing” (pronounced “fishing”) attempts. Phishers may send emails to you that appear to be from TCF. These emails may have subject lines like, “Update Your Account Information” or “Verify Your Identity.”

The email will usually warn of a problem with your Account that needs immediate attention. These emails will often threaten to suspend your Account unless you provide information immediately, and will include a link to a phony website. This fraudulent website will mimic the look of TCF’s actual website in order to trick you into surrendering confidential information like your Account number, Password, and social security number.

TCF employees will never request personal information (such as your social security number, Account number, PIN or Password) by email.

Never open an email from a person you do not know or that you think is fraudulent. Never click on a link provided in an email that you think is fraudulent. In addition to stealing your personal information, the link may contain a virus that can contaminate your computer.

If you are unsure whether a contact is legitimate, call the company or go to the company’s website by typing in the site address or using a page you have previously bookmarked instead of using a link provided by the email.

If you receive an email claiming to be from TCF that looks suspicious, forward it to [emailfraud@tcfbank.com](mailto:emailfraud@tcfbank.com) and we will investigate.

### *Check Your Credit Report Regularly*

The Federal Trade Commission suggests checking your credit by ordering a credit report from each of the major consumer reporting agencies once a year.

### **If You Are a Victim**

- Contact the major consumer reporting agencies to advise them that you are an identity theft victim. Ask them to place

a “fraud alert” on your file. Order a copy of your credit report from each agency and review the reports carefully. Continue to check your credit reports occasionally.

- Close all accounts that have been tampered with or opened fraudulently.
- Monitor your credit files and Account statements closely.
- File a police report and get a copy or the report number. It can help you deal with creditors who need proof of the crime.

Contact us to report any identity theft relating to your Account (see the section called “Contacting TCF”).

You may also consider contacting the Federal Trade Commission at 1-877-IDTHEFT or [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) to file a complaint. Counselors can advise you on how to deal with the credit-related problems that could result.

## **ATM SAFETY GUIDE**

### **Let Common Sense Be Your Guide**

Your TCF Card provides you with access to your deposit Accounts seven days a week. You can use your Card to withdraw money or, in some cases, to make deposits at ATMs and to make purchases at retail merchants that accept your TCF Card for payment.

Given the widespread availability of ATM access and the convenience afforded by ATM cards, using these cards has become an important part of everyday life for many customers. By following some common sense guidelines, you can help ensure that your transactions will be safe, as well as convenient.

Each time you use your TCF Card, let common sense be your guide. Take these simple steps to help safeguard your personal safety and privacy.

### **Personal Safety at the ATM**

#### *Be Aware of Your Surroundings*

When approaching an ATM location, consider your surroundings, particularly at night. If an ATM is obstructed from view or poorly lit, go to another ATM. When possible, bring a companion along, especially at night. If you see anyone or anything suspicious, trust your instinct. Leave and use another ATM or return at a later time. If you have already begun your transaction, simply cancel it and move on.

#### *Park in a Nearby Safe Place*

When parking your car to use a walk-up ATM, park in a well-lit area as close to the ATM as possible. Check your surroundings from the safety of your car before getting out. Never leave your car running or the keys in the ignition. Always lock up and take your keys with you.

#### *Be Alert at the Drive-up*

When using a drive-up ATM, keep your engine running, all doors locked, and open your window only when you are ready to perform your transaction. If anything looks suspicious or you feel

at all unsafe, cancel your transaction and drive away.

### *Minimize Time Spent at the ATM*

Have your TCF Card out and ready to use. After completing your transaction, refrain from displaying cash. Use discretion by counting your money in the safety of a locked enclosure such as your car or home. Put your money, Card, and receipt away as quickly as possible.

### *Guard Against Unauthorized Entry*

When using an ATM in a locked vestibule, be sure to close the door completely. Do not open the door for another person waiting to gain entry. Each person should gain entry only by using a Card to unlock the door.

### *Personal Safety Starts With You*

If someone follows you from an ATM location, move quickly to a safe, well-populated, and well-lit area. Report any incident to a TCF employee or the police as soon as possible.

## **Account Protection**

### *Keep Your PIN a Secret*

Your TCF Card will work only with a PIN for ATM transactions. Memorize your PIN. Never write your PIN on your Card or store it with your Card. Do not use a PIN that is obvious or easily obtainable, such as your birth date. Never tell your PIN to anyone or let anyone else enter your PIN. If you are concerned that someone knows your PIN, request a PIN change either at a TCF branch or through TCF's automated phone system.

### *Shield Your PIN*

To guard against others observing you as you key in your PIN at a terminal, stand directly in front of the keyboard or PIN pad to block the view of anyone standing near you.

### *Report a Lost or Stolen Card at Once*

Even though your TCF Card cannot be used without your PIN for ATM transactions, contact TCF immediately to report a lost or stolen Card.

### *Keep Your Receipts*

To guard against transaction fraud, promptly check your receipts against your periodic statement. If anything looks irregular, or there are any unauthorized transactions, report them to TCF immediately.

## **INTERNET SECURITY**

### **Digital Banking Transactions**

The security of your online and mobile banking transactions depend upon close cooperation between you and TCF. We have many security measures to help ensure the confidentiality of your digital banking transactions. You are also responsible for

maintaining the security of your personal information.

Use these tips as guidelines for keeping your online or mobile banking activity safe:

- Do not leave your computer or device unattended after you have signed in to our online banking or mobile banking site.
- Always exit your banking session when you have completed your transactions.
- Keep your Password private. Never give it out to others or allow others to access your online or mobile banking records.
- If you access your Account information from any computer or device other than your own (such as your computer at work), be sure to log off to clear the screen of private information.
- If you have enrolled in our mobile banking service and your mobile device is lost or stolen, you must update your information and make appropriate changes to disable the use of the device. There are risks associated with using mobile devices. In the event of theft or loss of your device, your confidential information could be compromised.

## **Your Responsibility**

You are responsible for keeping your banking information confidential. This means that you are not to share your PIN, Password, Account numbers, personal identification information, and other Account data with anyone, including other companies or service providers. Do not post your bank account information on any social media website, including our Facebook page.

You are responsible for entering information correctly. You are responsible for notifying us about lost or stolen information or suspected fraudulent activity.

Except when the law requires otherwise, we are not legally responsible to you for your errors or negligent use of our online or mobile banking services, and we will not be responsible for or cover losses due to:

- Misuse of any services;
- Input errors;
- Unauthorized access to your Account resulting from your negligence (carelessness), such as sharing, writing, or entering your Password or PIN where others can see this information;
- Leaving your computer or device unattended while using online or mobile banking;
- Failure to report unauthorized Account access within two Business Days from the date it became known to you; and
- Viruses, which cannot get into your computer or device unless you let them in by downloading programs, opening emails or attachments, or sharing diskettes. There are many virus-protection/firewall programs available commercially to help you reduce, but not eliminate, this risk.

### **Encryption**

"Encryption" means TCF will scramble the data. We encrypt your personal data, including your Password, when it is in transit

to help prevent third parties from accessing your information. You can generally determine if encryption is being used if the padlock icon on your browser is locked. If the padlock icon is unlocked, encryption is not being used.

### **Routers and Firewalls**

We help protect your Account information through a series of routers and firewalls that prevent unauthorized persons from obtaining your Account information.

The first component is a router, which determines who has access to designated Internet banking components by verifying the source and destination of each transmission, and determines whether or not to let the transmission pass.

The next component is a firewall that tracks each request, the source of the request, when the request was made, and the destination of each request. The firewall changes the "address" of the request to deliver it to the appropriate site.

These precautions are used to determine whether the request is granted and helps protect our internal networks from unauthorized access.

### **Trusted Operating System**

The trusted operating system helps protect customer information by containing privilege and authorization codes to control access. The system also contains audit controls to track requests and navigation in order to identify suspicious activities.

### **Surveillance**

We constantly monitor attempts to break into our security systems to help ensure that your Accounts are secure.

### **Individual Password**

You authorize and authenticate your online banking transaction by entering your Password, which is encrypted when it is transmitted to us. Keep your Password a secret.

## **ADDITIONAL TERMS AND CONDITIONS FOR NON-CONSUMER ACCOUNTS**

This section applies to business Accounts and other Accounts that are not intended to be used primarily for personal, family, or household purposes. The terms in this section are in addition to, and do not replace, any other agreements you may have with us concerning your Account. In the event of a conflict between the terms in this section or the other terms of these *Terms and Conditions for Checking and Savings Accounts* and the terms of any other agreement you have with us, the terms of the other agreement will apply.

### **Deposits**

You, the Account owner, designate TCF as a depository for your funds. You give us permission to open any bag, package, or other container that you (or someone on your behalf) deliver to us containing cash, check, or other items to be deposited into your Account. We may: (1) refuse to accept any deposit that is not acceptable to us and send it back to you; (2) correct any mistake you make on any deposit slip and remove reference on a deposit slip to any cash, check, or other item that is not found in the container; and (3) deposit the contents of the container to your Account.

You agree that: (1) we will have until the end of the banking day following receipt of a container to deposit the contents into your Account (a "banking day" for this purpose means any day other than a day on which TCF is closed for business); (2) we are not legally responsible for any missing cash, checks, or other items you claim were in the container, unless you can prove that we or one of our employees actually received the missing items; and (3) there will be no deposit into your Account of any of the contents of a container until we actually enter the deposit into our computer records.

### **Authorized Signers**

You give us permission to take all of the following actions upon the written, oral, telephone, or electronic instruction or order, or other authorization, purporting to come from any person named or described as an authorized signer in your Account Agreement:

- Open an Account with TCF, subject to the Account Contract as it now exists, or may be changed in the future;
- Make deposits to your Account or withdrawals from your Account by any means we allow;
- Endorse (sign the back of), cash, negotiate, or deposit into the Account any money, checks, or other Items payable to you or your business or any other party (or cause any of these to happen);
- Get and release information concerning your Account;
- Pay and charge to your Account all checks, drafts, withdrawal orders, and other Items signed manually (handwritten) or by use of a non-handwritten signature (meaning rubber-stamped, facsimile, machine-produced, or other signature that is not handwritten);
- Permit withdrawals of any amount and take any other action



with respect to your Account or funds in your Account (including, but not limited to, the transfer or wire transfer of funds to an account with the same or different ownership at TCF or another institution, or use of the funds for investment purposes);

- Enter into separate agreements with us that provide for the transfer or wire transfer of funds into or out of your Account, the sweep of funds into or out of your Account, the investment of funds in your Account, or other services related to you, your Account, or your business;
- Change, add, or remove the authorized signers for your Account;
- Change the ownership of your Account;
- Honor any other instructions or orders of any kind; and
- Take all other actions of an “authorized person” described in the section called “Authorized Signers and Powers of Attorney.”

All of the foregoing actions will be binding on you, including those situations where funds in your Account are paid or payable to the individual order, or benefit of the authorized signer or TCF. We may take any of the foregoing actions upon the instruction, order, or other authorization purporting to come from any one of the authorized signers, regardless of the number of signatures you require. We do not have to make any inquiry or investigation before taking any of the foregoing actions.

### **Duration**

You agree that we may rely on all actions, instructions, and certifications taken, given, or made by any of the persons named or described as authorized signers in your Account Agreement, and that those actions, instructions, and certifications are binding on you until we have received written notice: (1) that the person named or described as an authorized signer no longer has your permission to take actions, give instructions, or make certifications on your behalf or concerning your Account; or (2) of your termination as a legal entity. We may refuse to honor any instructions, including requests to withdraw or transfer funds from your Account, by a person named or described as an authorized signer in your Account agreement without additional written assurances from you, acceptable to us, concerning that person's authority.

### **Security Procedures**

We offer certain services for use by our business checking customers to help protect against fraudulent transactions affecting their accounts. These procedures include “positive pay” services, as well as other safeguards. “Positive pay” services require you to authorize payment of Items before we pay them. To the extent available for your Account's product type, we recommend that you utilize the positive pay service as a security measure for your Account. You agree that positive pay services are a commercially reasonable measure to reduce losses related to fraud.

If positive pay services are available for your Account and you do not use them, we will not be legally responsible to you for any losses that could have been avoided or reduced had you utilized

them. You acknowledge that the purpose of TCF's positive pay services is to limit unauthorized transactions in your Account.

### **Internet Gambling**

We are required to comply with the Unlawful Internet Gambling Enforcement Act of 2006 (“Act”). The Act prohibits your use of the Account to receive any deposit or credit derived from illegal Internet gambling. You agree to tell us if your Account is used in connection with Internet gambling, even if you believe that the gambling is legal. If you do not notify us, we may deny access to various payment methods or close your Account without giving you notice beforehand.

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## **Contact Us**

### **Customer Service**

1-800-TCF-BANK (1-800-823-2265)

612-TCF-BANK (612-823-2265)  
in the Twin Cities metro area

**TTY (hearing impaired)**  
1-800-343-6145 or 612-339-3075

TCF National Bank  
ATTN: Customer Service  
1405 Xenium Lane North  
Plymouth, MN 55441

[tcfbank.com](http://tcfbank.com)

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